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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

IT IS ANNOUNCED that Mr. Justice BYRNE will sit to hear companies winding-up business on Monday next, and on every Monday until Mr. Justice VAUGHAN WILLIAMS returns from circuit.

WE PRINT elsewhere an order for the transfer of forty-eight actions from the Chancery Division to the Queen's Bench Division. It is some time since a similar order was made, and it is not very easy to understand how suitors will be advantaged by such transfer in the present state of things in the Queen's Bench Division, most of the judges being shortly due on circuit.

WE UNDERSTAND that the following changes have occurred consequent on Mr. Justice ROMER's change of court. Mr. NEVILL, Q.C., and Mr. HORTON SMITH, Q.C., follow that learned judge, while Mr. A. HOPKINSON, Q.C., M.P., Mr. OSWALD, Q.C., M.P., Mr. BIRRELL, Q.C., M.P., Mr. EVE, Q.C., and Mr. ASTBURY, Q.C., will practise before Mr. Justice BYRNE, whose bar, it will be observed, may not improperly be termed the Parliamentary Bar of the Chancery Division.

THERE IS nothing but good to be said of the new judge of the Chancery Division. He is well equipped as regards legal knowledge and experience in the conduct of business; he has a calm and clear judgment; is patient and eminently courteous, but with all his suavity knows very well how to keep up the dignity of the bench; and he has the great merit of comparative youth. One can never tell how a man will turn out on the bench, but everything seems to point to Mr. Justice BYRNE's proving an excellent judge.

THE ANTICIPATION we recently expressed as to the introduction this Session of a Government Land Transfer Bill has proved to be correct. For the first time for many years the Bill has been

announced in the Queen's Speech, and it is further stated to have been already prepared. "If opportunity for considering" it "should be found," it will be laid before Parliament. It may be assumed that "opportunity for consideration" of the Bill by the House of Lords will be speedily found, and it is probable that, while the Bill for admitting the evidence of accused persons—a measure intended to remedy a grievous anomaly in the law causing constant injustice to her Majesty's subjects—will be allowed to fall into the background, the Bill to compel landowners to do what they do not want to do will be vigorously pushed forward. It is to be observed, by the way, that the description of the Bill in the Queen's Speech has been altered. It is no longer designated, as it was in the Speech of 1889, as a measure for "cheapening the transfer of land." That, perhaps, is considered as too transparent a fallacy, and now the Bill is simply one "for amending the law with respect to . . . the registration of land." What, it may be asked, *is* the present law relating to the "registration of land." There is an Act relating to the registration of *title to* land, but we confess we are not aware of any law relating to the registration of land. This, however, may be a phrase made in Germany. Lord HALSBURY has given the profession fair warning of his intention, and, as we recently remarked, they will look to the Incorporated Law Society to be ready for action immediately the Bill is introduced.

A QUESTION has been raised as to whether the late appointment of Mr. DARLING, Q.C., as a Commissioner of Assize on the Oxford Circuit has had the effect of vacating his seat in Parliament. Had he accepted the emoluments ordinarily attached to the office, it is possible that he would have come under the disqualification of section 25 of 6 Anne c. 41. That section provides that if any member of the House of Commons accepts any office of profit under the Crown his election is void, and a writ is to issue for a new election as if the member so accepting office were dead, but he is to be capable of re-election. It may be argued that a merely temporary appointment, such as that of Commissioner of Assize, is not an office at all; but, although there appears to be no authority on the point, it is to be noticed that the words of the statute do not place any limitation on the term, and there does not seem to be any reason why employment in a recognized official capacity, though for a limited time, should not be regarded as the holding of office under the Crown. If this is so, the question is reduced to the effect to be given to Mr. DARLING'S refusal to accept the customary fee. It is stated that he charged the Treasury only with his expenses, and this in so careful a manner as to allow for the charges to which he would have been put had he stayed at home. It is usually considered that where the grant of an office is so expressed as to carry with it the right to profits in any shape, the statutory disqualification attaches, although the profits are in fact non-existent. In former times the Lord Warden of the Cinque Ports vacated his seat, on the ground of the actual salary attached to the office; but in 1861, after the salary had been withdrawn, a question arose as to the effect of Lord PALMERSTON'S acceptance of the office. It appeared, however, that the warrant granted "all manner of wrecks" and all fees and emoluments to the office belonging, including the occupation of Walmer Castle. Hence it was decided that Lord PALMERSTON'S seat was vacant, and a new writ was issued. So the acceptance of the stewardship of a Crown manor vacates the acceptor's seat, because the appointment grants all wages, fees, and allowances, although the office is merely nominal. It may be assumed that the appointment of a Commissioner of Assize contains no reference to any fee, and hence the analogy of these cases would not hold; and since there must have been many previous instances of the employment as Commissioners of Assize of Parliamentary Queen's Counsel (who are all included in the Commission of Assize), there seems to be very little substance in the question which has been raised.

IN MOST points connected with bills of sale the courts, following the letter of the Bills of Sale Acts, have insisted upon strict compliance with the statutes, but some slight deviation into a more liberal policy has occurred in relation to the statement of the consideration. Although under section 8 of the Act of 1882 it is necessary that every bill of sale shall truly set forth the consideration for which it is given, it has been held that this does not require an actual statement of the precise facts of the consideration. It is enough if their effect is set forth with substantial accuracy. In *Credit Co.* v. *Pott* (29 W. R. 326; 6 Q. B. D. 295) a sum of £7,350 was found, upon an account stated, to be the balance due from a debtor to a creditor, and in a bill of sale given to secure this amount the consideration was stated to be the sum of £7,350 then paid, and by the bill it was made repayable on demand. It was held that since the old debt was gone and a new debt was created, there had been in substance an advance of £7,350, and the consideration for the bill of sale was sufficiently stated. In the words of BRETT, L.J., it was truly described both according to its mercantile and business and its legal effect. The matter was treated in the same spirit in the judgment of BOWEN, L.J., in *Ex parte Johnson* (32 W. R. 693, 26 Ch. D. 338), though FRY, L.J., gave only a grudging assent. Had the point been *res integra*, he would have been inclined to take a stricter view of the requirements of the Bills of Sale Acts, and he thought it was a dangerous doctrine that the courts might inquire whether one thing meant another. Dangerous or not, it is refreshing to come across some slight departure from the severity which has made bills of sale the most troublesome of securities, though it is, of course, essential that there should be either an actual advance or an existing debt corresponding to the sum stated as the consideration. A neglect of this precaution was fatal to the bill of sale in the recent case of *Darlow* v. *Bland* (45 W. R. 177). An advance of £10 was in the first instance secured by a promissory note for £14 3s. 4d., payable in weekly instalments of 11s. 4d. After one instalment had been paid, and the amount reduced to £13 12s., a further sum of £16 8s. was advanced, and a bill of sale for £30 given, partly in consideration of the sum of £13 12s. said to be then owing, and partly in consideration of the fresh advance. But neither in its business nor in its legal effect did this represent the transaction. The sums really advanced were £10 and £16 8s., or £26 8s. altogether, and although there was a liability for £13 12s. on the promissory note, this did not constitute a present debt, but only a liability to pay as the instalments fell due. Hence the consideration was not truly stated, while, if it had been, the amount of the bill of sale would have been under £30, a further ground for holding it void.

AN IMPORTANT point on the law relating to the sale of intoxicating liquor was decided this week by a Divisional Court in the case of *Mountifield* v. *Ward* (reported elsewhere). The defendant was a fully-licensed publican, to whose house two men came one Sunday morning at an hour when the house was required by law to be closed. These men had with them empty bottles, which they filled with beer bought from the defendant. They then took the full bottles away and consumed the beer in another place in company with other persons. The magistrates before whom the defendant was charged with selling liquor during prohibited hours, were satisfied that the defendant truly believed the men to be *bond fide* travellers, and that he took all reasonable precautions to ascertain whether they were so or not, and therefore they refused to convict. Now, section 10 of the Licensing Act, 1874, provides that nothing "shall preclude a person licensed to sell any intoxicating liquor to be consumed on the premises from selling such liquor at any time" to *bond fide* travellers. The meaning of "such liquor," however, is not very clear. The words may refer back to "any intoxicating liquor," or "any intoxicating liquor to be consumed on the premises." The magistrates took the former view, but the court were of opinion that the words refer to "any intoxicating liquor to be consumed on the premises," and held that the magistrates should have convicted the defendant of selling within prohibited hours. This decision is not easy to reconcile with that given in *Dames* v. *Bond* (55 J. P. 503). In that case a publican invited a friend who resided about seven miles distant to sing at a concert at his house. The concert was not over till after closing hours, but the friend, before starting to drive home, bought from the publican a bottle of whisky to drink on the journey. It was held by the High Court that the pub-

lican had committed no offence. In that case, however, the argument seems to have been entirely devoted to the question whether or not the person who bought the whisky was a *bond fide* traveller, and the point decided in the recent case was not raised. Henceforth, therefore, publicans must not supply travellers with liquor except for consumption on the premises. This seems only reasonable, and within the spirit of the exception made in favour of travellers. It is clear that if travellers were to be allowed to take liquor away with them during prohibited hours the liquor might be consumed by persons not travellers waiting outside to receive it.

ANY PERSON might have been proceeded against in the Ecclesiastical Courts for brawling in a church or churchyard before 23 & 24 Vict. c. 32 was passed. That Act, however, provides that it shall not be lawful for those courts to hear any charge of brawling against any person not in holy orders. It further provides that "any person who shall be guilty of riotous, violent, or indecent behaviour" in any church or chapel, or in any churchyard or burial-ground, whether during Divine service or not, shall be liable to a penalty on summary conviction before two justices. An appeal was heard this week by a Divisional Court from a conviction by the justices of Swadlincote, Derbyshire, under this Act, of a clergyman for violent and indecent behaviour in the churchyard of his own church. Before the magistrates it was contended that the conduct of the clergyman was in defence of a right, and that therefore their jurisdiction was ousted; also that the Act does not apply to persons in holy orders. The magistrates refused to allow that violent and indecent conduct in a churchyard, such as they found the defendant to be guilty of, could be justified by any claim of right, and they were clearly correct in so holding on the authority of *Asher* v. *Calcraft* (35 W. R. 651, 18 Q. B. D. 607). In that case the court held that if a person is guilty of riotous, violent, or indecent behaviour in church, it is no answer to a charge against him under the Act to allege that he was setting up a *bond fide* claim of right. The magistrates, however, stated a case as to whether the Act applies to persons in holy orders. The court, without hesitation, held that it does apply such persons. Before the Act *all* persons might be proceeded against in the Ecclesiastical Courts for such an offence. The Act provides that thenceforth persons not in holy orders shall be exempt for the jurisdiction of these courts, but that "any person" may be proceeded against before the justices. It seems clear that "any person" must include a clergyman, and that the Act, whilst providing against misconduct in church, and taking away the jurisdiction of Ecclesiastical Courts over laymen, at the same time does not disturb that jurisdiction over those in holy orders, but leaves them to ecclesiastical discipline in addition to their liability to punishment in the temporal courts.

INTERESTING QUESTIONS arise from time to time as to the effect of the avoidance of a voluntary settlement under section 47 of the Bankruptcy Act, 1883. According to the section a voluntary settlement, if the settlor becomes bankrupt within two years, is void as against the trustee in bankruptcy, but it does not follow that the avoidance necessarily operates in the first instance in favour of the trustee, and through him in favour of the general body of creditors. In *Sanguinetti* v. *Stuckey's Bank* (43 W. R. 154; 1895, 1 Ch. 176) the settlor, after by the voluntary settlement creating and settling an annuity charged on the property, also gave an equitable charge upon it; and it was held by CHITTY, J., that the avoidance of the settlement by the trustee in the settlor's bankruptcy had the effect of accelerating the incumbrancer, who thus came in in priority to the trustee. The decision was based upon the ground that the trustee could not set up as against the incumbrancer the settlement which, at his own instance, had been set aside, and though section 47 says only that the settlement is void against the trustee in bankruptcy, it is in the result also avoided in favour of persons who take subject to the settlement. Hence it was concluded, perhaps somewhat hastily, in *Re Farnham* (1895, 2 Ch. 799), that the settlement was void for all purposes. If the settlement is void as against the trustee, said LINDLEY, L.J., it is void altogether. The property reverts to the donor, and through him passes to the trustee, and is distributable accordingly. But though the avoidance of the settlement for all purposes was thus boldly laid down, the learned Lord Justice was evidently thinking only of the case where the whole property was required for payment of the debts of the settlor. The Bankruptcy Act does not by its language call for an avoidance for any other purpose, and VAUGHAN WILLIAMS, J., in the recent case of *Re Sims* (45 W. R. 189), has felt himself at liberty to limit the apparent effect of *Re Farnham*. In *Re Sims* the settled property amounted to £16,000, and the settlor's debts were only £1,600. It was argued on behalf of the settlor that, since the settlement was void, the surplus reverted to him from the trusts of the settlement. But such a case as this at once suggests the true meaning to be ascribed to section 47. The settlement is only void as against the trustee, and though, as appeared in *Sanguinetti* v. *Stuckey's Bank*, persons may thus be benefited in priority to the trustee, yet, when the trustee has had his turn and been satisfied, the settlement is re-established and the surplus of the property is again subject to its trusts. Otherwise, as VAUGHAN WILLIAMS, J., observed, a settlor could always get rid of a settlement by simply making himself a bankrupt.

IN THE CASE of *Re Betts, Maclean* v. *Betts* (reported elsewhere), the court was asked to exercise its discretionary power under section 25 of the Trustee Act, 1893, of appointing a new trustee in substitution for a trustee who was bankrupt. The bankruptcy occurred in 1892, and involved forfeiture by the bankrupt of a life interest under the trust deed. The trustees had a discretion to make him an allowance. A difficulty was alleged to be introduced into the general administration of the trusts owing to an acute difference of opinion between the bankrupt and the other trustees as to how this discretion ought to be exercised. It is obvious that the bankrupt was in a position in which it was almost impossible for him to bring an even mind to bear on this subject, and except for the lapse of time between the application and the bankruptcy, there would appear to have been a clear case for the exercise of the court's discretionary power to remove the bankrupt trustee. But over four years having passed since the adjudication, the bankruptcy alone was not enough for the court to act upon, though there had been no discharge, and another petition which had been recently presented against the bankrupt had been dismissed on the ground that there were no assets which would be available under a second bankruptcy: see *Re Betts, Ex parte Betts* (45 W. R. 98; 1897, 1 Q. B. 50). It was then said that, as the jurisdiction rested on the fact of bankruptcy, the court could not regard other circumstances, and ought to dismiss the summons, [*cf. Re Barker's Trusts* (1 Ch. D. 43), a case under section 117 of the Bankruptcy Act, 1869, where it was argued for the bankrupt that bankruptcy alone was never held sufficient reason for removal of a trustee.] But ROMER, J., thought that he was entitled to regard other surrounding circumstances to guide the exercise of his discretion, and having regard to the other circumstances of the case before him, held that a new trustee must be appointed. What the court has to decide in each case is whether bankruptcy so affects a trustee's fitness for his office as to prejudice the administration of the trust, and it is plain that every circumstance in the administration of the trust traceable, whether directly or indirectly, to the trustee's bankruptcy is material for the purpose of arriving at a just decision.

MR. LABOUCHERE having, as he says, been condemned to spend a couple of days lately at the Royal Courts, has bethought himself of the lack of accommodation for smokers in that building. He asks, in this week's *Truth*, why smoking should not be allowed in the central hall, which he considers must have been designed for this very purpose, being so large and lofty. He would have the judges to smoke in the central hall instead of in their private rooms, and he suggests that the spectacle of "the Majesty of the Law, robed and wigged, walking about between the acts, so to speak, with a cigarette or a pipe in its mouth," would tend to place all parties at their ease in our

courts of justice, and might soften the asperities between the bench and the bar which occasionally diversify the law reports. We fail to see how the spectacle of a judge promenading the central hall with a churchwarden in his mouth would place all parties at their ease *in the courts*; in order to accomplish that object we should have to import the practice in certain American courts of smoking on the bench. Moreover, how does Mr. LABOUCHERE know that learned judges smoke in their private rooms at the Royal Courts? We have occasionally had the honour of entering some of those sacred precincts, and can testify that not the faintest fragrance of tobacco was to be found in them, and that afternoon tea was the sole luxury indulged in by the judicial inhabitants. But there is a good deal of reason in Mr. LABOUCHERE'S suggestion as to the allowance of smoking in the central hall. To all intents and purposes it is as much severed from the courts as if it were a separate building, and if smoking were permitted in it, and benches were provided, there would be some *raison d' etre* for the hall, and a very desirable diminution of the crowds now frequently collected in the court corridors.

IN A breach of promise action, heard last sittings, counsel mentioned the amount of the damages claimed by the plaintiff. Mr. Justice HAWKINS at once stopped the case, and directed that it should be transferred from his list. In order that it might be tried by another jury. Last week a Queen's Counsel, in the course of opening the plaintiff's case to the jury, said that his client sought compensation for personal injuries, and that the defendant had paid money into court. Mr. Justice KENNEDY thereupon said that such a statement ought not to have been made, because to make it was to commit a breach of one of the new rules of court. Counsel submitted that the rule permitted the bare fact that the defendant had paid money into court to be mentioned, but did not allow the amount to be stated to the jury. The learned judge ruled otherwise, and said that neither the fact that money had been paid into court nor the amount of such money should be mentioned to the jury before they had given their verdict. He should therefore discharge the jury from the duty of further hearing the case. A few days later the case was tried by his lordship and another jury, with the result that the sum awarded the plaintiff was less than the amount that had been paid into court, and judgment with costs was entered accordingly for the defendant.

LAST WEEK a litigant applied in person to the Divisional Court (WRIGHT and BRUCE, JJ.) for a rule against a magistrate to shew cause why he should not re-hear a certain matter. WRIGHT, J., having read his affidavit, informed the applicant that his application was in fact for a *mandamus*, and that, as the magistrate had already decided the case, any application to the Divisional Court must be made by counsel. It was expedient that the question of practice should be settled one way or the other, and there was already an authority to the effect that such an application could not be made by the dissatisfied party in person. He could go to the Court of Appeal and ask leave to make the application personally, as he had stated he had not the means to employ a solicitor and counsel, and if they decided in his favour that court would then hear him.

THE PAGE THAT REMAINS TO BE WRITTEN.

OUR "New Pages of History" (*ante*, pp. 123, 183) point with unmistakeable directness to that page in the history of procedure which yet remains to be written. We have shewn that there is a remarkable absence of reciprocal equality in the existing arrangements for the service of process issued out of the courts of England, Scotland, and Ireland respectively by persons residing in one division of the United Kingdom against persons residing in another division. We have shewn, further, that in these unequal arrangements the man who is pushed against the wall and held there is the English suitor. Having proved the existence of this state of affairs, it only remains to indicate what is required to restore the balance and extricate the English suitor from his unenviable position.

Before we proceed, however, to suggest a remedy for the present anomalous state of affairs, it may be well to consider for a moment the contents of a letter on this subject, which we print in another column, from a correspondent who speaks with some authority on Scotch law and procedure. Our correspondent tells us we have erred as to the position in Scotland, but the grounds upon which he bases this assertion are not disclosed. Indeed, he completely corroborates our statement that the Scotch courts have assumed an unrestricted right to serve their several processes in England by registered post letter, without order. He says: "It is true there are the modes you indicate of serving Scotch processes in England." But our correspondent puts a qualification on the value of such service different from that which he assumes we have put on it. At the cost of repetition we will quote this passage of his letter: "But in point of fact, in Scotland, the mere fact of service does not put the Scotch plaintiff farther forward. After service the jurisdiction can be challenged by the person served, and unless the Scotch courts have jurisdiction on some known ground the action will be dismissed with expenses." We can assure our correspondent that we have never doubted for a moment that any person in England served by post with the process of a Scotch court could proceed to dispute the jurisdiction of the Scotch court. If it were otherwise, the service would be a mere farce. If a Scotchman were served in Scotland with an English originating summons commencing an action, he would be fully entitled to dispute the jurisdiction of the English court. The grievance of the English suitor is that he cannot even serve his summons on a Scotchman in Scotland, whereas he knows that a Scotchman has an unrestricted right to serve all his originating processes on an Englishman in England. Our whole point is confined to this inequality as to the mere right of serving process. The question of jurisdiction is a subsequent matter. We do not, perhaps, fully understand our correspondent's meaning when he says that an Englishman served with Scotch process is protected, because if he disputes the jurisdiction of the Scotch court the action will be dismissed with costs unless the Scotch court has jurisdiction "on some known ground." No one supposes that the courts on either side of the border would exceed their jurisdiction, but the injustice of the present state of affairs lies in the fact that a Scotchman can in all cases compel an Englishman either to appear before the Scotch court or render himself liable to proceedings in default, while an Englishman is tied down and restricted all round by stringent regulations when he seeks to cite a Scotchman to appear before an English court.

We welcome the assertion of our correspondent that Scotchmen will be found ready to regard a proposal to adjust the balance in this matter in a reasonable spirit. The English suitor merely asks for the establishment of a system of reciprocal equality which will give him the same facilities for service of legal process in Scotland and Ireland as the Scotch and Irish suitors possess for service in England. It is a reasonable request and we feel sure that a very moderate amount of consultation between the legal authorities of the three countries would suffice to establish an uniform practice for service of legal process within the United Kingdom.

In endeavouring to facilitate a consideration of the subject on the lines suggested, we venture to advance the preliminary proposition that regulations for service of legal process by the courts of England, Scotland, and Ireland beyond their jurisdiction ought to be divided into two separate and distinct parts—namely: (*a*) Service out of the jurisdiction within the United Kingdom; and (*b*) service in foreign countries and the colonies. The Scotch courts have acted upon this principle. As we have shewn (*ante*, p. 183), the right of a Scotchman to sue an Englishman in a Scotch court, and serve him in England, does not depend upon the nature of the cause of action. This, we venture to think, is quite right. When we consider the absolute freedom of business relations and social intercourse which exists between the people of the three divisions of the United Kingdom, it seems unreasonable to enact that their rights to sue and serve one another are to be no greater than their rights to sue and serve aliens domiciled in foreign countries. The right of service, therefore, within the United Kingdom should be kept distinct from the general question of service out of the jurisdiction.

The principal defects of the existing arrangements are as follows:

(1) The English High Court has no power to order service in Scotland or Ireland of any process commencing proceedings other than a writ of summons. It cannot order service of an originating summons or petition.

(2) The English county courts have power to order service of a summons in Scotland and Ireland without the matter being brought to the knowledge of a judge. The registrar has power to make the order, whereas in the High Court in England an order for service of a writ of summons in Scotland or Ireland can only be made by a judge.

(3) The Scotch courts, both higher and lower, have enacted that any summons, or writ, or petition commencing proceedings in Scotland may be served in England or Ireland without order by registered post letter.

The solution of the difficulty can, in our opinion, only be satisfactorily attained by the establishment of one system of service of originating process operative throughout the United Kingdom. This could only be done by consultation and agreement between the legal authorities in the three countries. We venture to submit the following suggestions:

(*a*) Service of the originating legal process of any one of the three countries beyond its borders, but within the United Kingdom, should be allowed only on the order of a judge, who, before granting the order, must be satisfied that the claim is within his jurisdiction, and that the balance of convenience and economy is in favour of leave to serve being granted.

(*b*) Subject to the foregoing provision, service of any originating process issued out of any court of record in the United Kingdom should be permissible in any part of the United Kingdom.

(*c*) The person served with process of a court other than that within whose jurisdiction he resides should be entitled to apply to the court issuing such process to transfer the proceedings to the court in whose jurisdiction he resides, and such proceedings should, with the consent of president of the last-mentioned court, be transferable by order accordingly.

(*d*) Service of all originating process within the United Kingdom should be personal, unless made under an order for substituted service.

We do not pretend to have presented in the above suggestions more than a bare outline of a possible solution of the difficulty to which we have called attention. The required reform would, no doubt, have to be carried further so as to provide for an interchange of facilities on the different levels between courts of the same grade in each country. We do not deny that there are difficulties, but none of them, in our opinion, is so great as the difficulty of leaving things as they are now that their glaring injustice and inequality have been brought to light. Nor are we so sanguine as to expect a far-reaching reform such as we have sketched out to be taken in hand very readily by the over-worked judges of the English courts. If only the services of the under-worked judges of the Irish courts could be brought into requisition for the purpose, we might feel its accomplishment to be more within reach. We cannot help hoping, however, that the facts disclosed in our former articles will not prove to be a lesson learnt in vain. The claim of the suitors of the English High Court will hold the field until greater and more extended facilities than at present exist have been granted by that court for service of English originating process in Scotland and Ireland. If our judges acknowledge the force of that claim, as we hope they will, in the new code of procedure, and extend our order 11 to originating summonses and petitions, we hope our Scotch brethren will not again present any unreasonable objections to such a course. Our correspondent, to whose letter we have referred above, says that Scotchmen will object "to be made defendants in English suits at the will of the English courts." This is ominous, but our answer to it is obvious now. If our judges grant the facilities asked for by English suitors, and we are again threatened on that account with a national uprising in Scotland to resist the encroachment of "the predominant partner," we cannot do better than borrow a hint from Scotch procedure and serve the threatening parties "by registered post letter" with a copy of the pregnant extracts from their Acts of Sederunt which we published last week (*ante*, p. 184).

EXECUTORS *DE SON TORT*.

III.

3. *The liability of an executor* de son tort.—It is a general principle that an executor *de son tort* has all the liabilities, though none of the privileges, that belong to the office of executor (*per* Lord COTTENHAM, in *Carmichael* v. *Carmichael*, 2 Ph., p. 183); but this must be taken subject to the qualification that he can discharge himself by shewing that he has handed over the assets to the lawful executor before action brought. His liability is twofold, and can be enforced at the suit either of creditors and legatees, or of the rightful personal representative.

At the suit of creditors and legatees, the executor *de son tort* is liable only to the extent of the assets which he has received (Wentworth, 331). "All wrongful executors of what kind soever do, for so much as they have disposed and no more, make themselves chargeable to any creditor or legatee of the deceased as far forth as any lawful executor is chargeable" (Godolph. 93). But formerly it was essential that he should limit his liability by proper pleading. The action is brought against him as executor generally (*Coulter's case*, 5 Rep. 31*a*; *Meyrick* v. *Anderson*, 14 Q. B. 719), not specially as executor *de son tort*; and if he pleads that he was never executor, and fails by reason of the facts shewing that he has intermeddled with the goods of the deceased, he is taken to admit assets, and judgment is given that he shall satisfy the creditor's claim out of his own goods (*Robbins' case*, Noy. 69). On the other hand, if he pleads *plene administravit* — and he may join this to his plea of "never executor" — he is liable only for the goods of the deceased which he has received (*Hooper* v. *Summersett*, Wightw. 16; *Yardley* v. *Arnold*, Car. & M. 434), and he will be allowed any payments which he has made in a due course of administration, exactly as though he were a rightful executor. He cannot, indeed, as will presently be shewn, retain for his own debt, but as regards creditors other than himself he is in the same position as a rightful executor, and may administer the assets in due course of law (*Oxenham* v. *Clapp*, 2 B. & Ad. 309). Since the mere intermeddling constitutes a man executor as regards creditors, he becomes in a sense executor *de son tort*, although he is named executor in the will and may afterwards become rightful executor by proving the will, and it is possible for a creditor to bring his action against him as executor immediately. Hence the statute forthwith runs in his favour. In *Webster* v. *Webster* (10 Ves. 93), where this was laid down, Lord ELDON, C., said the executor before probate might be charged as executor *de son tort*, if it could be shewn that he had done any act. But the expression is open to criticism. Being nominated executor he has a *prima facie* authority, and the very acts which would constitute a stranger executor *de son tort* will disable the named executor from renouncing probate (Godolph. 92). He is, therefore, in the position of an executor who has debarred himself from renouncing probate, and his acts can hardly be described as tortious. Where there is an executor *de son tort* and a lawful executor, it is at the election of the creditor to sue them severally or jointly (Godolph. 92), but it is said that an executor *de son tort* cannot be joined with an administrator (Wentworth, 328).

An executor *de son tort*, in addition to being allowed to give evidence of payments out of the assets in a due course of administration, is also allowed to discharge himself by proving that he has handed over the assets to a rightful personal representative before action brought. There is a statement to the contrary in Godolphin (p. 95), and in *Carmichael* v. *Carmichael* (2 Ph. 101) an opposite view was taken also by Lord COTTENHAM, C., who argued that, since an executor *de son tort* is subject to all the liabilities of an ordinary executor, he cannot, any more than an ordinary executor, discharge himself by handing over the assets to another personal representative. But this overlooks the distinction that an executor *de son tort* is not bound to administer, and in *Hill* v. *Curtis* (L. R. 1 Eq. 90) WOOD, V.C., pointed out that, since he was in wrongful possession of the goods of the deceased, he did all that could be expected of him when he handed them over to the rightful executor. At common law the right of the executor *de son tort* thus to discharge himself is clear (*Anon.*, Salk. 313; *Padget* v.

Priest, 2 T. R., p. 100), though he can only exercise it before action brought against him (*Curtis* v. *Vernon*, 3 T. R. 587; affirmed, 2 H. Bl. 18; *Layfield* v. *Layfield*, 7 Sim. 172), the reason assigned being that the creditor would thereby be in a worse position; he would have to bring a second action and sue the rightful executor (*Oxenham* v. *Clapp*, *supra*).

But though the executor *de son tort* is thus allowed to get rid of his liability by accounting to the rightful personal representative, he has none of the privileges attached to the office of executor, and consequently he may not retain assets to satisfy his own debt (*Coulter's case*, *supra*; *Alexander* v. *Lane*, Yelv. 137; *Curtis* v. *Vernon*, *supra*; Wentworth, 333). To allow retainer, it is said, would lead to a struggle between the creditors, each seeking to become executor *de son tort*. But if afterwards he obtains administration, even though this be done *pendente lite*, he may retain; for it legalizes those acts which were tortious at the time (*Pyne* v. *Woolland*, 2 Vent. 180; *Williamson* v. *Norwitch*, Sty. 337; see notes to *Osborne* v. *Rogers*, 1 Saund. 265, note (2)). The executor *de son tort*, as already pointed out, can only be sued as executor generally. Hence it is necessary for the plaintiff who wishes to refute his right to retain to take the point that he is executor *de son tort* in reply.

It was held by MALINS, V.C., in *Rayner* v. *Koehler* (L. R. 14 Eq. 262), that an administration action was properly constituted with an executor *de son tort* as defendant, though there was no properly constituted personal representative of the deceased, and he adhered to this opinion in *Coote* v. *Whittington* (L. R. 10 Eq. 534), notwithstanding a decision to the contrary, which had in the meantime been given by Lord ROMILLY, M.R., in *Cary* v. *Hills* (L. R. 15 Eq. 79).

The executor *de son tort* is exposed also to an action at the suit of the rightful representative for the recovery of the assets which have come to his hands, and in such an action he cannot defeat the claim entirely by shewing that he has properly administered the assets (*Elworthy* v. *Sandford*, 3 H. & C. 330). In *Whitehall* v. *Squire* (Carth. 103) this was put by HOLT, C.J., on the ground that no man ought to obtrude himself upon the office of another. He is allowed, however, to "recoup himself in damages" by giving evidence of payments which the rightful executor would have been bound to make (*Padget* v. *Priest*, 2 T. R., p. 100; *Mountford* v. *Gibson*, 4 East, p. 454; *Fyson* v. *Chambers*, 9 M. & W. 468), provided at least that the estate is solvent, for otherwise the executor *de son tort* would be taking away from the rightful executor his power to choose between creditors or to retain for his own debt (Wentworth, 335; *Mountford* v. *Gibson*, 4 East, p. 453). In any case, it is said, the rightful executor is entitled to a verdict for nominal damages (*Anon.*, 12 Mod. 441), though it would be unwise, perhaps, to rely on this rule at the present day. It should be noticed that in *Woolley* v. *Clark* (5 B. & Ald. 744) an executor under an earlier will, who sold goods of the deceased with notice of a later will, was held liable for the full value of the goods to the executor of the later will, and he was not allowed to give evidence of payments in a due course of administration; but it is not clear how this result can be reconciled with the authorities cited above. He should not have been put in a worse position that an ordinary executor *de son tort*.

Since the possession of goods by an executor *de son tort* is merely wrongful, his executor is not entitled, and consequently cannot be expected, to have them in his possession. Hence he is not under the same liability as if he represented the estate of a lawful executor, and it was held in *Wilson* v. *Hodson* (L. R. 7 Ex. 84) that he could not be charged with a breach of contract committed by the original deceased. If, however, a case of *devastavit* can be made out against the executor *de son tort*, then his representatives are liable under the statute 30 Car. 2, c. 7. On the other hand, the executor *de son tort* of a rightful executor is liable in the same manner as a rightful executor for the debt of the original testator (*Meyrick* v. *Anderson*, *supra*.)

4. *The validity of acts done by an executor* de son tort.—From the foregoing it appears that the executor *de facto* is treated for practical purposes as occupying the position of a rightful executor, and just as the world in general may look to him to discharge the liabilities of the deceased, so acts which are done by him as executor, and which are proper to his office, are deemed to be valid. All lawful acts, it is said in *Coulter's case* *supra*), which an executor of his own wrong doth, are good. But the application of this principle assumes that the executor *de son tort* is so acting in the administration as to lead to a reasonable inference that he is executor (*Thomson* v. *Harding*, 2 E. & B. 630), and slight acts which would be sufficient to constitute an executor *de son tort* may not be sufficient to raise such an inference (*Mountford* v. *Gibson*, 4 East, p. 447.) In the last case it was held that, where the disposition of goods by a stranger which it was sought to uphold was the only act of interference, the stranger was not at the time actually engaged in administering the estate so as to be able to confer a good title. And the act of an executor *de son tort* is valid only where it is lawful, and is such an act as the true representative could properly have performed in the due course of administration (*Buckley* v. *Barber*, 6 Ex. p. 183).

REVIEWS.

COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURT PRACTICE, 1897, FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. Two volumes. Edited by WILLIAM CECIL SMYLY, Q.C., Judge of County Courts. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The edition for the present year of this work does not call for detailed notice, as it presents no strikingly new features. In altering as little as possible the arrangement of a work with which the profession has become familiar by use, the editor has, we think, acted wisely. At the same time, we quite approve of the suppression of one of the appendices to Vol. II. (Jurisdiction and Practice of the County Courts under Special Statutes) by combining the old appendices K. and L. into one. Both volumes are carefully brought down to date, the only recent case affecting the county courts which seems to have escaped notice being *Goodlock* v. *Cousins* (1896, W. N. 174 (3)). In Vol. I. (Ordinary Jurisdiction and Practice of the County Courts) the County Court Rules, 1896, which came into force on the 1st of June last, will be found at p. 903, while, in the addendum, and also in the text, brief reference is made to two new rules—namely, ord. 3, r. 1a, which was framed to meet the decision in *Carter* v. *Rigby* (44 W. R. 566; 1896, 2 Q. B. 113), and ord. 27, r. 1b (protection of high bailiff in interpleader), which rules were issued while the volume was in the press. Such recent statutes as the Stannaries Court (Abolition) Act, 1896 (59 & 60 Vict. c. 45), the Finance Act, 1896 (59 & 60 Vict. c. 28), the Friendly Societies Act, 1896 (59 & 60 Vict. c. 25), and the Collecting Societies and Industrial Assurance Companies Act, 1896 (59 & 60 Vict. c. 26), are included amongst the special Acts referred to in Vol. II., which, moreover, now also comprises the Merchant Shipping Act, 1894 (57 & 58 Vict. c. 60), and a new order, dated the 16th of August, 1895, as to the fees payable to county court registrars in respect of the taxation of costs of School Board elections. We are glad to notice that there is no serious increase in the bulk of the work, which, however, necessarily contains more pages than the edition for 1896. We may remind our readers that each volume is provided with separate tables of contents, statutes, &c., and an index.

COUNTY COURT ADMIRALTY JURISDICTION AND PRACTICE.

A TREATISE ON THE ADMIRALTY JURISDICTION AND PRACTICE IN COUNTY COURTS. By FRANCIS WILLIAM RAIKES, Q.C., and BURLEIGH DUNBAR KILBURN, Barrister-at-Law. Clowes & Sons (Limited).

The object of this, in many respects, valuable work, upon which much time and labour have evidently been expended, is to give practitioners and others a guide to the admiralty jurisdiction and practice of the county courts, leaving out of consideration, for treatment by books on general county court practice, the common law jurisdiction and procedure of those courts.

The text is preceded by a short table of contents, with the usual tables of statutes and cases, and also by a brief introduction of eleven pages, giving an interesting account of various local Admiralty Courts, which, so far at least as *chartered* admiralty jurisdictions are concerned, were, with the single exception of the Court of Admiralty of the Cinque Ports, abolished by the Municipal Corporations Act, 1834 (5 & 6 Will. 4, c. 76), s. 108. As regards, however, the vice-admirals of the county, or coast, who were originally appointed by letters patent from the Crown, under the Great Seal, on the nomination of the Lord High Admiral, and afterwards of the

commissioners for executing that office, it would seem, though this is not, we believe, stated in the introduction, that their jurisdiction survived the Act of 1834, it being *subsequently* provided by the Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), s. 440, that "no admiral, *vice-admiral*, or other person under whatever denomination, *exercising Admiralty jurisdiction*, shall . . . interfere with any wreck," &c. Moreover, in 1863, the form of patent of appointment of vice-admirals was altered, by order of the Lords Commissioners of the Admiralty, into a grant of whatever jurisdiction "is *now* usually exercised by a vice-admiral." Apparently, therefore, these officials still possess jurisdiction, though, according to a learned treatise, published in 1884, "it is a matter of great difficulty to determine, with accuracy, what amount of jurisdiction *is* possessed by vice-admirals at the present day" (The Office of Vice-Admiral of the Coast, by Sir Sherston Baker, Bart., p. 73). Obviously, however, they have nothing to do with the Vice-Admiralty Courts mentioned in the Prize Courts Act, 1894 (57 & 58 Vict. c. 39).

The text of the work under review, which covers 196 pages, comprises a vast number of enactments, rules, and cases concerning the admiralty jurisdiction and practice of the county courts. Unfortunately, however, its many excellencies are marred, to a great extent, by what appears to us to be a very defective arrangement, and by the contents not being sub-divided into chapters dealing, consecutively, from the point of view of an intending litigant, with the various stages in the life an admiralty action, or proceeding, in the county court. Apparently, though this is nowhere distinctly stated in the work, the *intention* of the authors was to deal with: (1) the admiralty jurisdiction in county courts, pp. 1-157; and (2) practice in county courts pp. 157-196. This division, however, is not strictly adhered to. Thus, under the former head, not only is jurisdiction dealt with, but it is also made to comprise such subjects as (*a*) mode of trial, pp. 69-78; (*b*) evidence, pp. 79-80, and pp. 126-136; (*c*) commencement of proceedings, arrest, release, &c., &c., pp. 80-93; (*d*) appeals, pp. 97-115; (*e*) costs, pp. 145-154, all of which, we submit, except so much of the last-named subject as is referred to at pp. 64-68, really belong to the second head of division—namely, practice in county courts. If, indeed, the present work merely proposed to annotate, section by section, certain statutes concerning the admiralty jurisdiction and practice of the county courts, the Legislature, and not the authors, would be responsible for defects of arrangement. But it does far more than this, and may really be described as an attempt, in many respects successful, to codify the branch of jurisdiction and practice comprised by it.

The exigencies of space prevent a more detailed notice of a work which, we hope, will eventually be revised, on the lines we have indicated, so as to render its value to practitioners far greater than it can ever be till then. Though no analytical table of contents has been provided, this deficiency is in some respects compensated for by an index of 28 pages at the end of the volume. Immediately preceding the index is a supplement entitled, "Other Duties Relating to the Jurisdiction over Ships Incident to the Position of County Court Judges," for which, we think, place should have been found in the body of the work. There is also an appendix of statutes, rules, orders in council, forms, scales of costs, and fees.

BOOKS RECEIVED.

The Local Government Directory, Almanac, and Guide for the year 1897. Knight & Co.

The Light Railways Act, 1896, Annotated, with an Introduction and Note upon the Light Railway Systems of the Continent and of Ireland, together with the Board of Trade Rules: being intended for the Use of Lawyers and Laymen, including Local Authorities. By HENRY ALLAN STEWARD, B.A., Barrister-at-Law. Eyre & Spottiswoode.

Executive Powers in relation to Crime and Disorder, or Powers of Police in England. A Short Treatise on the Executive Powers, which may be Exercised by Private Citizens and Official Persons for the Pursuit of Crime and Maintenance of Public Order. By THOS. W. HAYCRAFT, B.A. (Oxon.), Esq., Barrister-at-Law. Butterworth & Co.

The Acts Relating to Estate, Probate, Legacy and Succession Duties. By (the late) ALFRED HANSON, Barrister-at-Law, Comptroller of Legacy and Succession Duties. Fourth Edition. By LEWIS T. DIBDIN and FRANCIS H. L. ERRINGTON, Barristers-at-Law. Stevens & Haynes.

The Coal Mines Regulation Acts, 1887-1896. With an Introduction and Full Notes and Appendices containing Official Information (including Instruction for Candidates for Examination as Managers, &c.), The Truck Acts, 1831-96, and also a Discussion of the Law as to Checkweighing. By B. FRANCIS WILLIAMS, Q.C., Recorder of Cardiff, and G. PITT-LEWIS, Q.C., Recorder of Poole. Butterworth & Co.

CORRESPONDENCE.

SERVICE OUT OF THE JURISDICTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—My attention has been directed to two articles in your issues of the 19th of December, 1896, and the 16th inst., with reference to the service of Scotsmen out of the jurisdiction of the English courts, by order of these courts.

I venture to think that you have erred with regard to the position in Scotland. It is true there are the modes you indicate of serving Scotch processes in England, but, in point of fact, in Scotland, the mere fact of service does not put the Scotch plaintiff farther forward. After service the jurisdiction can be challenged by the person served, and unless the Scotch courts have jurisdiction on some known ground, the action will be dismissed with expenses.

Personally, I believe the only ground of jurisdiction in Scotland which does constitute a grievance in a question with Englishmen is that which is constituted by the arrest of property within the Scotch jurisdiction of the English defender.

There is no doubt there are anomalies at the present time. You are mistaken in thinking that the present rules in Ireland have not been objected to, as the same objection was taken to these rules as to those in England. But there are so few cases of the kind as between Ireland and Scotland that the matter has remained more or less in abeyance.

While it may be conceded there are anomalies, that seems no reason for saying that Scotsmen, who have so many transactions in England, are to be made defendants in English suits at the will of the English courts. What I submit is the true policy is to define by statute the cases in which it is proper that an Englishman, Scotsman, or Irishman should be convened before one of the courts of the United Kingdom, to the jurisdiction of which court he is not, in the ordinary case, bound to submit, and the procedure under which this is to be done. I venture to say you will find Scotsmen quite ready to adjust the terms of such a statute in a reasonable way, while I am quite sure they will offer, in the future as in the past, the most vigorous objection to any attempt by Judicature Rules to alter the present law on the subject to their disadvantage, and to do no more.

JOHN A. SPENS.

169, West George-street, Glasgow, Jan. 18.

[See observations in the article in another column.—ED. *S.J.*]

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 15th of January, 1897.

Whereas, from the present state of the business before the Chancery Division and the Queen's Bench Division of the High Court of Justice respectively, it is expedient that a portion of the causes commenced in the said Chancery Division, but not being causes commenced for any of the purposes set forth in the 3rd sub-section of the 34th section of the Supreme Court of Judicature Act, 1873, and thereby specially assigned to the said division, should be transferred to the said Queen's Bench Division; now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, with the consent of the Lord Chief Justice of England, as President of the last mentioned division, do hereby order that the several causes set forth in the schedules hereto be transferred from the Chancery Division to the Queen's Bench Division of the High Court of Justice, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SHEDULE.

From Mr. Justice NORTH.

1896.

Aktiebolaget Separator v The Dairy Outfit Co ld 1895 A 334 August 3

SECOND SCHEDULE.

From Mr. Justice STIRLING.

1896.

Haggenmacher v Watson, Todd & Co 1895 H 2,569 May 28
Dickenson v The Bristol Tramways, &c, Co ld (British Thomson Houston ld, third parties) 1895 D 1,978 June 27
Sluce v Poole 1896 S 478 June 30
Brooks v Lamplugh 1895 B 1,306 July 2
The Incandescent Gas Light Co ld v Swanne & Co 1895 I 2,105 July 6

Hookham v Johnson & Phillips 1895 H 2,843 July 7
Lanchester v Richter 1896 L 400 August 7
Monnet v Best 1896 M 1,631 October 24
Howard & Bullough ld v Tweedale 1896 H. 888 Nov 6

THIRD SCHEDULE.

From Mr. Justice KEKEWICH.

1896.

The Maxim-Nordenfeldt, &c, Co ld v Anderson 1895 M 124 May 13
The Sunlight Incandescent Gas Lamp Co ld v The Incandescent Gas Light Co ld 1895 S 3,841 June 12
The Pneumatic Tyre Co ld v Hall Bros 1896 P 508 June 30
Same v The Puncture Proof Pneumatic Tyre Co ld 1896 P 1,054 June 30
Sykes v Howard Football Syndicate ld 1896 S 269 Nov 24

FOURTH SCHEDULE.

From Mr. Justice ROMER.

1896.

The Incandescent Gas Light Co ld v T Curtis & Co 1896 I 742 Oct 3
Same Co v R Ainsworth & Co 1896 I 729 Oct 3
Same Co v Paget 1896 I 2,104 Oct 14
Same Co v Brand & Co 1896 I 263 Oct 16
The Incandescent Gas Light Co ld v Bist 1896 I 1,024 Nov 24
Edison United Phonagraph Co v Lomax 1893 E 199 Dec 16
Lipman v Branch & Sons 1896 L 1,772 Dec 23

HALSBURY, C.
RUSSELL OF KN., L.C.J.

COUNTY COURTS ACT, 1888.

ORDER AS TO FEES.

Notice is hereby given, in pursuance of the Rules Publication Act, 1893, that an order regulating the fees to be taken by registrars of county courts in actions under section 4 of the Liverpool Court of Passage Act, 1896, is proposed to be made by the Lords Commissioners of her Majesty's Treasury, with the concurrence of the Lord Chancellor, and that copies of the draft order may be obtained from the Superintendent of the County Courts Department, Treasury.

January 19, 1897.

CASES OF THE WEEK.

Court of Appeal.

Re **AN ARBITRATION BETWEEN SPILLERS & BAKER (LIM.) AND H. LEETHAM & SONS.** No. 1. 15th Jan.

ARBITRATION—CASE STATED—QUESTION OF LAW—NO DECISION BY ARBITRATOR—ARBITRATION ACT, 1889, s. 19.

This was an appeal by H. Leetham & Sons from an order of Collins, J., at chambers. The parties had entered into a contract for the purchase and sale of a cargo of bran to be shipped at Hull. The contract provided that in the event of any dispute arising, it should be settled according to the rules of the Hull Corn Trade Association. These rules provided that disputes should be referred to two arbitrators, one to be appointed by each party, and the arbitrators to appoint an umpire, with a right to either party to appeal to the executive committee of the Hull Corn Trade Association, which must affirm the award, unless two-thirds of the members of the committee agreed to reverse it. Disputes arose between the parties, which were referred to arbitration. The umpire made his award, and there was then an appeal to the executive committee. The committee heard the facts, and one of the parties submitted certain points of law to the committee. The committee did not express any opinion upon the points of law or say which way they would decide them. Thereupon an application was made at chambers for an order directing the executive committee to state a case for the opinion of the court. The master made the order asked for, and Collins, J., affirmed his decision.

THE COURT (Lord ESHER, M.R., and LOPES, L.J.) dismissed the appeal.

Lord ESHER, M.R., said that the affidavits were conflicting, but that it appeared that all the facts were before the executive committee, and the points of law were also stated to them. The committee did not say which way they would decide those points, nor did they give any indication as to what view they would ultimately take. It was said that under those circumstances Collins, J., had no jurisdiction to order a case to be stated. If that were so, then arbitrators might always prevent any case being stated on any question of law palpably arising on the facts. Arbitrators could thus take to themselves the power of deciding the law, and, it might be, of deciding it wrongly, and of acting without any control by the court. In *The Tabernacle Permanent Building Society* v. *Knight* (1892, A. C. 298), Lord Halsbury had made some observations which had a bearing upon this point, but the actual question was not decided in that case, and it therefore now had to be decided. In his lordship's opinion it was not a condition precedent to an application for an order directing an arbitrator to state a case that the arbitrator should have stated or indicated what his opinion or decision was or would be upon the law. Therefore upon the facts of this case Collins, J., had jurisdiction to make the order appealed from, and he did not see anything wrong in the way in which he had exercised his discretion. It had been stated that the executive committee were making rules with the object of preventing any person who appeared before them from applying to a judge to order a case to be stated. His lordship desired it to be known that the courts would pay no attention to any such rules, and would treat them as perfectly futile.

LOPES, L.J., concurred.—COUNSEL, *M. Lush; R. M. Bray; A. Neilson.* SOLICITORS, *Pritchard & Sons*, for *Jackson & Cottrell*, Hull; *J. & A. A. Tilleard; Chester & Co.*, for *Holden, Son, & Hodgson*, Hull.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re **INTERNATIONAL COMMERCIAL CO. (LIM.).** No. 2. 19th Jan.

COMPANY—WINDING UP—EFFECT OF ORDER ON ASSETS OF COMPANY—EVIDENCE AS TO—CONFIDENTIAL STATEMENT TO JUDGES BY CLERK FROM OFFICE OF OFFICIAL RECEIVER.

The above company was incorporated in October, 1887, with a capital of £250,000 divided into £1 shares, of which £95,000 was paid up or credited as paid up. In October, 1892, the company issued mortgage debentures for £50 each, bearing interest at 6 per cent. The respondent, having become a creditor of the company in respect of interest owing to him as holder of certain of the debentures, on the 21st of June, 1895, presented a petition to wind up the company. The debenture-holders were practically the only creditors of the company. The petitioner alleged that the company was unable to pay its debts, that he was not able to ascertain whether it was carrying on any and what business, or where its property was or of what assets it was possessed. The petition was opposed by the great majority of the debenture-holders, and the evidence filed in opposition went to shew that the only asset of the company was a claim to a freehold property in Canada which the company was seeking to establish; that the value of this claim would be destroyed by a winding-up order, but that if the petition stood over generally there was a reasonable probability that the company would realise this asset and discharge its liabilities. On the 9th of March, 1896, an order was made to wind up the company. Against this one of the debenture-holders now appealed, the appeal being supported by a large majority of the debenture-holders. During the argument reference was made to *Re St. Thomas's Dock Co.* (2 Ch. D. 117), *Re Chapel House Colliery Co.* (24 Ch. D. 259), and *Re Edgbaston Brewery Co.* (37 SOLICITORS' JOURNAL 251). On the conclusion of the argument their lordships requested a gentleman from the office of the official receiver who was in court to state to them in confidence what he knew as to the assets of the company, and how, in his opinion, these would be affected by a winding-up order.

LINDLEY, L.J.—This case is a somewhat peculiar one. The company has no tangible assets. Its only asset is a claim to certain property in Canada. The petitioning creditor is a debenture-holder. The great majority of the debenture-holders do not desire that the company should be wound up, fearing that a winding-up order will prevent anything from being got out of the Canadian claim. On the 9th of March, 1896, the judge, not being satisfied that there were no assets, made an order to wind up the company. An application was afterwards made to stay the proceedings. Eventually the present appeal against that order was made to this court. After standing over it came on on the 5th of May, 1896, when it again stood over. In the meantime information had been obtained by the official receiver, and he is not satisfied that the company has no assets which may be got in in the winding-up proceedings. I am, therefore, of opinion that this order ought not to be discharged.

A. L. SMITH and RIGBY, L.JJ., concurred.—COUNSEL, *Grosvenor Woods*, Q.C., and *G. Cave; Neville*, Q.C., and *A. L. Ellis*. SOLICITORS, *Powell & Rodgers; Norris & Chapman.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re **LANCASTER BANKING CO.** Stirling, J. 16th and 20th Jan.

COMPANY—ALTERATION OF MEMORANDUM—ADVERTISEMENT OF ORDER SANCTIONING ALTERATION—PRACTICE—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890, s. 1 (3).

This was a petition to sanction alterations in the Lancaster Banking Co.'s memorandum and articles of association extending the objects of the company. Notice of the alterations had been given to creditors by advertisements in the papers. On the hearing of the petition the judge made the order, when the registrar called his attention to the fact that in two cases Chitty, J., had directed that the order sanctioning the alterations should be advertised in the same papers, as is done in cases of reduction of capital. Stirling, J., took time to consider the point raised.

STIRLING, J., said that there was nothing in the Act which directed such advertisements to be made, and in this respect the Act differed from the Acts respecting reduction of capital. But by section 1, sub-clause 3, of the Act of 1890, the extension might be sanctioned on such conditions as the court might think fit. The court, therefore, has jurisdiction to require such advertisements to be inserted. But it was a different question whether such a course ought to be adopted in every case as a matter of practice. The registrar had been of opinion that it had been the intention of the judge to make this a general rule of practice. He had, however, had an opportunity of consulting Chitty, L.J., who had

informed him that he had never intended to lay down any general rule of practice, but in the particular cases before him he thought this ought to be done. There was therefore no practice binding on him in the present case, and he thought that no such advertisements were required.—Counsel, *Buckley*, Q.C., and *Sanderson*. Solicitors, *Janson, Cobb, Pearson, & Co.*

[Reported by J. L. Stirling, Barrister-at-Law.]

HORNSEY DISTRICT COUNCIL *v.* SMITH. Kekewich, J. 13th and 14th Jan.

Local Government—Paving Expenses—National School—"Charge upon the Premises"—Sale or Mortgage—Public Health Act, 1875 (38 & 39 Vict. c. 55), ss. 150 and 257—School Sites Act, 1841 (4 & 5 Vict. c. 38), s. 6.

Summons by the plaintiffs for the enforcement by sale or mortgage of a charge upon a National school within their district in respect of certain paving and other expenses which had been incurred and apportioned against the trustees of the school under section 150 of the Public Health Act, 1875, and which had recently been declared by the court to be a charge upon the school premises under section 257 of the same Act (44 W. R. 559; 1896, 2 Ch. 254). The site of the school had originally formed part of the glebe of the parish, and had been conveyed to the trustees under section 6 of the School Sites Act, 1841, for the purposes of a school, and "for no other purposes whatsoever." The plaintiffs had not taken summary proceedings against the trustees for the recovery of the expenses within the time specified by the Public Health Act, 1875. For the plaintiffs it was contended that a statutory charge was enforceable by sale or mortgage (*Scottish Widows' Fund* v. *Craig*, 30 W. R. 463, 20 Ch. D. 208), that this was a charge upon all successive ownerships (*Corporation of Birmingham* v. *Baker*, 30 W. R. Dig. 121, 17 Ch. D. 782), and that there was no outside person interested in the premises as in *The Guardians of Tendring Union* v. *Dowton* (40 W. R. 145; 1891, 3 Ch. 265). For the defendants it was contended that the land was stamped with the charity, that the statutory nature of the trust with which it was saddled rendered it incapable of being sold, and that the poor of the parish, who could enforce the trust, were outside persons interested in the premises within the scope of the decision in *The Guardians of Tendring Union* v. *Dowton*.

Kekewich, J.—In my opinion the applicants are entitled to have the sum due to them and charged upon the land raised by sale or mortgage. That the ordinary rights of persons entitled to a charge extend to cases where charges are given by statute is established by the decision in *The Scottish Widows' Fund* v. *Craig*. The conveyance of this land to the trustees was made under section 6 of the School Sites Act, 1841, and in the form prescribed by section 10 of that Act. The property was to be held by the trustees for the purpose of a site for a school and "for no other purpose whatsoever." If the land ceases to be used for that purpose then either the trustees must lose the land by its devolution on other persons, or they must hold the land subject to an action for breach of duty; in the latter event they continue to hold the land as owners; but in the former, if the land can be recovered from them by other persons, then it belongs to those other persons as owners. It is peculiar that section 6 of the School Sites Act does not provide for the case of reverter; but I do not think it necessary to discuss how the land can be dealt with if it ceases to be held by the trustees for the purposes of a school. So long as the school is a school the trustees hold the land as owners, when the land ceases to be held for the purposes of a school, the trustees still continue to be the owners until it is recovered from them by some as yet unascertained persons, who then become the owners. The 257th section of the Public Health Act, 1875, was considered by Sir George Jessel in *The Corporation of Birmingham* v. *Baker*, and he held that the charge on the premises was a charge upon all successive ownerships. According to that decision this money must be raised by sale or mortgage like any other charge. In the case of *The Guardians of Tendring Union* v. *Dowton* there was an outside person entitled to the benefit of a restrictive covenant in respect of the land charged, and the Court of Appeal held that the charge could not be enforced as against him. Fry, L.J., says: "All that the Act does is to create a charge on the premises—that is on the land—that is on all the interests of the owners of the land. But here we have to deal with the rights of a person against the owners of the land." Now, in the present case there is no outside owner; there are the trustees and there are the persons who would become entitled to the land upon the failure of the trust, if such persons took steps to recover the land. On this ground, therefore, it seems to me that I am following all the cases and the general law in saying that this money must be raised by a sale or mortgage of the land free from the trust.—Counsel, *Macmorran*, Q.C., and *Beaumont; Dibdin*. Solicitors, *L. J. Tatham; Lee, Bolton, & Lee*.

[Reported by R. J. A. Morrison, Barrister-at-Law.]

Re **BETTS, MACLEAN *v.* BETTS.** Romer, J. 16th Jan.

Trustee—New Trustee—Appointment in Substitution for Bankrupt Trustee—Jurisdiction—Trustee Act, 1893 (56 & 57 Vict. c. 53), s. 25.

Summons. This was an application for the appointment by the court of a new trustee of a deed of settlement in substitution for a bankrupt trustee under the discretionary power conferred by section 25 of the Trustee Act, 1893. It appeared that the settled property was vested in eight trustees, including the plaintiff and the bankrupt, and that the bankrupt had been entitled to the income of certain funds under the settlement previously to the bankruptcy which occurred in 1892; but by the terms of the settlement that interest determined upon bankruptcy, and the trustees had a discretionary power in that event to make him an allowance. He had not received his discharge. Differences had occurred between the bankrupt and his co-trustees as to the manner in which the discretionary power in his favour should be exercised, and it was alleged that he had endeavoured to use pressure on his co-trustees by refusing to concur in signing cheques in favour of other beneficiaries under the settlement. He made counter allegations of a similar kind against his co-trustees. It was contended for the bankrupt that the application was in effect to remove a trustee for misconduct, and did not come within section 25 and ord. 55, r. 13A, and the lapse of time since the bankruptcy was relied upon in support of this contention.

Romer, J.—I have jurisdiction to make the order asked for under the 25th section, and I think that the circumstances justify my exercising it. It was contended that I ought not to do so owing to the lapse of time since the bankruptcy. If Betts had behaved properly in the interval and I were satisfied that his conduct was likely to be correct in the future, I should agree with that, but he has been so influenced by his bankruptcy as to be disabled from properly discharging his duties as trustee, and has, in fact, not done so, and I think it necessary for the due administration of the trust to appoint a new trustee. In my opinion I am entitled to regard other circumstances besides the bankruptcy to guide the exercise of my discretion, and, having regard to the circumstances here I refer the matter to chambers for the appointment of a new trustee in substitution for Betts.—Counsel, *Farwell*, Q.C., and *R. J. Parker; Stone*. Solicitors, *Bircham & Co.; G. F. Hudson, Mathews & Co.*

[Reported by J. F. Waley, Barrister-at-Law.]

Re **WHITAKER, AINLEY *v.* AINLEY.** Romer, J. 15th Jan.

Appointment—Defective Exercise of General Power.

Charles Whitaker, the testator, by his will dated the 13th of July, 1891, gave his residuary estate to his wife Mary Whitaker, whom he named as sole trustee and executrix in the words following: "I give and bequeath all my real and personal estate not hereby otherwise disposed of unto my trustee, upon trust that my trustee shall sell, call in and convert into money the same or such part thereof as shall not consist of money, and shall with and out of the moneys produced by such sale, calling in and conversion, and with and out of my ready money pay my funeral and testamentary expenses and debts, and shall invest the residue of the said moneys, with power for my trustee from time to time to vary such investments, and shall stand possessed of the said residuary trust moneys and the investments for the time being representing the same (hereinafter called 'the residuary trust funds') in trust to pay the income thereof to my said wife during her life, and after her decease, I declare that my trustee shall stand possessed of one moiety of the residuary trust funds in trust for such person or persons, and in such manner as my said wife shall by deed or will appoint." The testator then directed that the trustee should stand possessed of the other moiety for other beneficiaries in certain proportions which he declared. There was no gift over in default of appointment by the wife of the moiety over which she held the general power of appointment. Charles Whitaker died in February, 1892. The value of Charles Whitaker's residuary estate was about £3,050. Mary Whitaker had got in during her life some of this estate, and had applied to her own use part of the *corpus* to the amount of £587 10s. 1d., being less than the moiety over which she had the power of appointment. She died intestate in January, 1895, never having formally executed any power of appointment over her moiety. The chief question in the case was whether the amount so appropriated by Mary Whitaker ought to be debited against her share in Charles Whitaker's estate undisposed of by his will, or ought it to be taken that such appropriation by her was tantamount to an exercise by her of her power of appointment.

Romer, J., said that the question was governed by settled law, and that from the decisions in the cases of *Routledge* v. *Dorril* (2 Ves. Jun. 357) and *Hughes* v. *Wells* (9 Ha. 749, at p. 771), it must be taken that Mary Whitaker had *pro tanto* exercised her power of appointment over the sum which she had appropriated to her own use.—Counsel, *Lovett*, Q.C., and *Rowden; H. C. Hawkins; W. Baker*. Solicitors, *Torr, Gribble, & Oddie; Jacques & Co.*

[Reported by Ralph B. Phillpotts, Barrister-at-Law.]

Re **ROBERTS, KNIGHT *v.* ROBERTS.** Byrne, J. 19th Jan.

Executors—Administration—Wilful Default.

This was an action against the executors of Phillip Roberts, solicitor, late of South-square, Gray's-inn, for administration of his estate on the footing of wilful default. Phillip Roberts had formerly acted on behalf of the executors of one Napper in an action for the administration of the Napper estate. At the time of his death in 1887 there was owing to him upon his bill of costs in the Napper action about £3,000. After his death, his son Edward Phillip Roberts continued to act in the same matter until his death in January, 1890. The plaintiffs were the executors of E. P. Roberts, who was a beneficiary under the will of his father. The defendants were the executors of Phillip Roberts. The bill of costs had never been paid, and the plaintiffs now asked that the administration should be upon the footing of wilful default on the ground that the defendants had been negligent in not enforcing payment of the debt of £3,000, whereby it had become barred as against the executors of Napper, and whereby even if it were ultimately paid out of the Napper estate, still interest meanwhile had been lost. The defendants said that the reason of the delay was that the executors of Napper had been unsuccessful in selling the Napper property at a fair price, and were waiting for a favourable time when it was expected to realize sufficient for payment of all claims. They submitted that they had only followed the course adopted by E. P. Roberts

himself; and that it was not the practice of solicitors to be exacting in the enforcement of their costs.

BYRNE, J., held that there had been unreasonable delay on the part of the defendants; that even if the debt should not be lost, there had been loss of interest which could not be recovered upon the costs of a solicitor; and he granted administration with a special inquiry as to the loss which had been incurred since the death of E. P. Roberts, in consequence of the debt not having been enforced.—COUNSEL, *Astbury*, Q.C., and *Kenyon Parker*; *Eve*, Q.C., and *George Lawrence*. SOLICITORS, *Ullithorne, Currey, & Currey*; *Meredith, Roberts, & Mills*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

VENNER *v.* McDONNELL. Div. Court. 15th Jan.

LONDON BUILDING ACT, 1894, ss. 145, 200—BUILDING OR STRUCTURE OR WORK—SEATS AT EXHIBITION—TEMPORARY ERECTION.

This was a special case stated by a metropolitan magistrate. An information was preferred against the appellant, who was the secretary of the Royal Agricultural Hall, Islington, charging him that he did at that hall without notice to the district surveyor begin to execute a work respecting which the appellant ought to serve a building notice before commencing it, contrary to the provisions of the London Building Act, 1894. The Agricultural Hall was a large building used for the purpose of shows and exhibitions. It was surrounded inside by permanent galleries and staircases. On some occasions it was necessary for the purpose of the exhibitions to erect temporary seats in the galleries. There were iron columns, which permanently supported the roof and the galleries, and to these columns sockets were attached. The temporary and movable timbers to which the seats were for the time being screwed or bolted were dropped or let into these sockets. In the present case the seats which had been removed after one exhibition were re-erected subsequently for another exhibition. The information was laid in respect of such re-erection without notice to the district surveyor. Section 145 of the London Building Act, 1894, provides that where a building or structure or work is about to be begun, then two days before it is begun the builder or person causing the work to be done shall serve a building notice on the district surveyor. Under section 200 failure to serve the notice renders the person responsible for giving the notice liable to a penalty. The magistrate convicted the appellant, subject to this case. At the conclusion of the arguments the court took time to consider its judgment.

THE COURT (WILLS and WRIGHT, JJ.) allowed the appeal.

WILLS, J., read a judgment, in the course of which he said that it was obvious that some limitation must be put upon the natural meaning of the words "structure or work" in section 145; otherwise no person could repair his roof or windows, or put up a fixed cupboard in his bedroom, or a new kitchen range, without giving notice to the district surveyor, or without under section 138 being liable to his supervision, or without in the case of even the most trivial matters paying the surveyor half the fee to which he would have been entitled on the original construction of the house or building (see Schedule 3, Part 1). It was impossible to suppose that interference so constant, vexatious, useless, and costly with the daily life of a great community could have been intended. It was therefore necessary to construe "structure or work" as meaning in section 145 something of the same general nature and character as a building. The Act of 1894 was not retrospective, and this was not work done to or on the building. Neither sections 78, 82, nor 83 applied to such an operation as replacing these seats. The operation in question was not "the beginning of a structure" within section 145, and the appeal must be allowed.

WRIGHT, J., concurred.—COUNSEL, *Macmorran*, Q.C., and *A. Glen*; *H. ...sory*. SOLICITORS, *Kingsford, Dorman, & Co.*; *W. A. Blaxland*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

VALLANCEY *v.* FLETCHER. Div. Court. 18th Jan.

CRIMINAL LAW—DISTURBANCE IN CHURCHYARD—"ANY PERSON"—CLERGYMAN—23 & 24 VICT. C. 32, S. 2.

This was a special case stated by justices of Derbyshire in petty sessions at Swadlincote. The appellant, who was perpetual curate at Rosliston, was charged by the respondent, his churchwarden, under 23 & 24 Vict. c. 32, s. 2, for that he was on the 13th of June, 1896, guilty of indecent and violent behaviour in the churchyard of the parish church of Rosliston. The justices convicted the appellant subject to this case, the question for the court being whether section 2 of 23 & 24 Vict. c. 32, applied to persons in holy orders. That section provides that "any person who shall be guilty of riotous, violent, or indecent behaviour . . . in any churchyard" shall be liable to a penalty. For the appellant it was contended that the incumbent of the church where the alleged offence was committed did not come within the words "any person," and in support of this argument reliance was placed on the preamble of the Act which is in the following terms: "Whereas it is expedient to abolish the jurisdiction of the Ecclesiastical Courts of England and Ireland over persons not in holy orders in suits for brawling."

THE COURT (WRIGHT and BRUCE, JJ.) dismissed the appeal.

WRIGHT, J., said that there was abundant evidence to support the finding of the justices, that the appellant had been guilty of indecent and violent behaviour in the churchyard. The only question for the court in this case was whether section 2 of the Act applied to the incumbent or curate of the place where the offence was committed. The words of the section were quite general and there was no reason why they should be cut down. No doubt the primary intention of the Act was to apply a different remedy in the case of persons not in holy orders from what had previously existed, but the words of the section were large enough to include the case of an incumbent, and there was nothing in the section to shew that the words were intended to have only a restricted meaning.

BRUCE, J., concurred.—COUNSEL, *Simpson*; *Appleton*, and *Borough*. SOLICITORS, *Fisher, Jesson, & Wilkins*. Ashby-de-la-Zouch; *Warren, Murton, & Miller*, for *Ransom & Hutton*, Nottingham.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

MOUNTIFIELD *v.* WARD. Div. Court. 18th Jan.

LICENSING ACTS—SALE DURING PROHIBITED HOURS—BONÂ FIDE TRAVELLER—CONSUMPTION OFF THE PREMISES—LICENSING ACT, 1874, ss. 9, 10.

This was a special case stated by justices of Middlesex. The respondent was the landlord of a public house at Highgate which was licensed for the sale of intoxicating liquor for consumption on and off the premises. The respondent was charged, under section 9 of the Licensing Act, 1874, with selling beer on Sunday, the 19th of July, 1896, during the time at which premises for the sale of intoxicating liquor are directed to be closed. The facts were as follow: On the day in question two men went to the house shortly before 11 a.m. taking with them two empty bottles. They spoke to the respondent, who was standing at the door, and were admitted into the house. They were served at the bar with a pint of beer each and the bottles were, during prohibited hours, filled with beer. The two men took the full bottles with them to Waterlow Park, and in company with other men, there assembled, consumed the beer. The justices were satisfied that the respondent truly believed that the two men were *bonâ fide* travellers, and that he took all reasonable precautions to ascertain whether or not they were such travellers, and that the beer was sold for the purpose of being consumed off the premises. The justices dismissed the information subject to this case. Section 10 of the Licensing Act, 1874, provides that "Nothing in this Act or in the principal Act contained shall preclude a person licensed to sell any intoxicating liquor to be consumed on the premises from selling such liquor at any time to *bonâ fide* travellers or to persons lodging in his house. . . . If in the course of any proceedings which may be taken against any licensed person for infringing the provisions of this Act or the principal Act relating to closing, such person (in this section referred to as the defendant) fails to prove that the person to whom the intoxicating liquor was sold (in this section referred to as the purchaser) is a *bonâ fide* traveller, but the justices are satisfied that the defendant truly believed that the purchaser was a *bonâ fide* traveller, and further, that the defendant took all reasonable precautions to ascertain whether or not the purchaser was such a traveller, the justices shall dismiss the case against the defendant." For the appellant it was contended that the exemption in favour of a sale to a *bonâ fide* traveller only applied where the liquor was consumed on the premises. The words "such liquor" in section 10 referred to the previous words "any intoxicating liquor to be consumed on the premises." For the respondent it was argued that the words "to be consumed on the premises" were not directory as to where the liquor was to be consumed, but were merely descriptive of the licence to which the proviso was confined.

THE COURT (WRIGHT and BRUCE, JJ.) allowed the appeal.

WRIGHT, J., said that he was of opinion that the appellant's contention was right. If it was permissible in these cases to sell liquor for consumption off the premises it would be impossible to see that the liquor was consumed by *bonâ fide* travellers only. The word "such" in section 10 shewed that the section only applied to intoxicating liquor consumed on the premises. The respondent therefore ought to have been convicted unless he escaped under the third paragraph of section 10. No doubt that paragraph looked as if it was intended to excuse a defendant under all circumstances if he believed that the purchaser was a *bonâ fide* traveller, but in his lordship's opinion it did not apply to a case like this where the defendant could not show that the sale was a sale permissible under the Act.

BRUCE, J., concurred. It was never intended that a *bonâ fide* traveller should go to a house during prohibited hours for the purpose of laying in a store of drink to be consumed at a future time. Appeal allowed.—COUNSEL, *Danckwerts*; *G. Elliot*. SOLICITORS, *Wontner & Sons*; *A. M. Forbes*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

REG. *v.* THE GUARDIANS OF THE POOR OF THE LEWISHAM UNION. Div. Court. 15th Jan.

VACCINATION—MANDAMUS—REFUSAL TO ENFORCE THE VACCINATION ACTS GENERALLY IN DISTRICT—LEGAL RIGHT TO THE PERFORMANCE OF DUTY.

This was a rule for a *mandamus* granted at the instance of the Lewisham District Board of Works, commanding the Guardians of the Lewisham Union to put in force the Vaccination Acts generally in their district, and to enforce them particularly in certain cases which had already been the subject of a petition to the guardians. Counsel, in shewing cause against the rule being made absolute, submitted that the present proceedings were misconceived, and that the rule should be discharged, the local district board having ample powers to take other proceedings against the guardians, which would raise the question in a more convenient way than by *mandamus*. Wright, J., having intimated that the present application was quite contrary to his knowledge of the law relating to the granting of a prerogative writ—because it was a primary rule that no *mandamus* could issue, unless the person making the application to the court had a specific legal interest in the question to be determined, it was agreed that counsel should be heard then in support of the rule on this primary point. In support of the rule counsel urged that not only had

the Lewisham Board of Works a legal obligation to see that the guardians did their duty in such a matter as this, but they had more—namely, a legal interest in the question sufficient to support the rule. In the event of an outbreak of small-pox the responsibility of dealing with it would fall upon the board, and therefore they had the greatest possible interest in seeing that the guardians performed their duty and guarded against such an outbreak: *Reg.* v. *The Guardians of Keighley Union* (39 J. P. 360) and *Ex parte Macmahon* (48 J. P. 70). The board of works had petitioned the guardians, but that body had refused to act in the matter. Their only remedy, therefore, was by *mandamus*.

WRIGHT, J., discharged the rule, on the ground that those applying for it had no legal interest in its subject-matter. The applicant for a writ of *mandamus* must shew that he had a personal specific legal right to the performance of the duty which he asked the court to order performance of. In Tapping on Mandamus (1848, p. 27) it was stated that the prosecutor must be clothed with a clear legal and equitable right to something which was properly the subject of such a writ. The district board of works had no such legal right in the present case. Another ground for refusing the rule was that under the combined operation of the Vaccination Acts of 1871 and 1874, the Local Government Board had quite sufficient power to see to such a matter as this, if they desired to do so, and therefore the *mandamus* sought was not their only remedy, and the court was accordingly free to use its discretion, and grant it or not as it thought fit.

BRUCE, J.—The courts had never had a general power to compel acts by *mandamus*, and from the earliest time they had power only to grant a *mandamus* where it was proved to the satisfaction of the court that the person applying for the rule had a legal right, which it appeared would otherwise be infringed upon. Rule discharged with costs.—COUNSEL, *Lord Coleridge*, Q.C., and *Schultess-Young*; *Macmorran*, Q.C., and *Poyser*. SOLICITORS, *Cuthbert Curtis*; *W. W. Young & Sons*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. CLERK OF ASSIZE OF OXFORD CIRCUIT. *Ex parte* DANIELL AND SAISE. REG. v. SAME. *Ex parte* TREE. Div. Court. 19th Jan.

CORONER'S INQUEST—VERDICT OF MANSLAUGHTER—INQUISITION QUASHED—QUARRY (FENCING) ACT, 1887 (50 & 51 VICT. c. 19), s. 3.

In this case two rules *nisi* were obtained to quash certain inquisitions and recognizances. The facts are as follows: One George Seabourne met his death on the 26th of December, 1896, by falling into a quarry upon which a highway known as Snuff Mills-lane at Stapleton abutted, but which was not properly fenced in. From the evidence of the clerk to the urban district council given before the coroner it appeared that A. J. Saise, who was inspector of nuisances to the said council, reported to it on the 8th of May, 1895, that under the Quarries Act, 1887, Snuff Mills-lane was insufficiently fenced, and that a letter of complaint as regards the safety of the said lane dated the 23rd of April, 1895, and also one dated the 11th of May, 1895, from different persons had been communicated to the council, and that in consequence the council wrote to the owners of the quarry, pointing out that the quarry required fencing off. The witness further stated that one T. Tree, the managing director of the company that owned the quarry, told him that he had fenced the dangerous places. The coroner's jury brought in a verdict of manslaughter against E. T. Daniell, the chairman of the urban district council, A. J. Saise, the surveyor and inspector of nuisances, and T. Tree, the said managing director. Thereupon, the said two rules *nisi* to quash the inquisition and recognizances were obtained on the grounds that the inquisition was bad in law because it did not disclose an offence on the part of the defendants named therein, and that the recognizances were bad, inasmuch as they were joint and so drawn that each prosecutor and witness was liable for the default of all the others. The Quarry (Fencing) Act, 1887, s. 3, provides that a quarry within fifty yards of a highway, and not separated therefrom by a secure and sufficient fence "shall be kept reasonably fenced for the prevention of accidents, and unless so kept shall be deemed a nuisance liable to be dealt with summarily in manner provided by the Public Health Act, 1875." During the argument *Reg.* v. *Pocock* (17 Q. B. 34) and *Reg.* v. *Ingham* (29 L. J. M. C. 18) were cited.

THE COURT (WRIGHT and BRUCE, JJ.) held that the inquisition must be quashed.—COUNSEL, *Hon. A. Lyttelton*; *Danckwerts* and *Gwynne James*; *Sutton*. SOLICITORS, *Bridges, Sawtell, & Co.*, for *Thurston & Jolly*, Thornbury; *Rowcliffes, Rawle, & Co.*, for *Salisbury & Griffiths*, Bristol; *Solicitor to the Treasury*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

MORRISS v. HOWDEN. Div. Court. 15th Jan.

MERCHANT SHIPPING—PASSAGE BROKER—CONTRACT TICKET—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 320, 341, AND 342.

This case involved two questions under the Merchant Shipping Act, 1894—the first, as to what amounted to acting as a passage broker contrary to section 342; and the second, as to the meaning of the provision in section 320 against receiving money for a passage without giving a contract ticket to the person paying the money. The respondent was summoned under both sections. He was the secretary for an association formed for the purpose of providing persons with openings as farm pupils in Canada. Being in communication with a lad named E. W. Craven, he on the 6th of May, 1896, sent him a list of the rates at which intending pupils were sent out by the association to Canada. The following words were appended to the list of rates: "These rates include steamship fare from Liverpool and also rail fares to your destination in Ontario, with charges for placing and supervision of the pupil for one year." Craven selected a rate which included an "intermediate" passage and second-class rail fare. Craven's father paid the amount demanded, which was £22, and the respondent gave him a receipt dated the 12th of May describing the sum paid as a "premium for which we undertake to place his son E. W. Craven, who is now seventeen years of age, as a farm pupil in Western Ontario, Canada," and further stating that "it is distinctly understood that the above named sum includes second-class steamship passage from Liverpool to Quebec and second-class rail to Thamesville." The respondent thereupon procured a passage for Craven upon the steamship *Mongolia*, together with a contract ticket. The passage and contract ticket were obtained by the respondent from Messrs. Thomas Cook & Sons, who were duly qualified passage brokers, through their authorized agent. The passage was styled "intermediate," but the magistrate who heard the summons found that it was a steerage passage within the meaning of section 341. The price named on the contract ticket was £8 18s. 11d., and that was the price at which the ticket was issued to the respondent. The association made a profit on the £22, but the magistrate found that no direct profit was made on the passage. Both summonses were dismissed. Section 341 defines a passage broker to be "any person who sells or lets, or agrees to sell or let, or is in anywise concerned in the sale or letting, of steerage passages in any ship proceeding from the British Islands to any place out of Europe not within the Mediterranean Sea."

THE COURT (WRIGHT and BRUCE, JJ.) dismissed the appeal.

BRUCE, J., who delivered the judgment of the court, said that section 341 referred to a sale or letting of a passage to commence at a definite time for a specified voyage in a named ship, and the contract arising from the letters of the 6th and 12th of May was not of that character, nor was there anything to shew that in those letters a steerage passage was intended though ultimately it was a steerage passage that was secured. The contract ticket was not a sale or letting of a steerage passage within section 341. The respondent, in purchasing the ticket, acted merely as the agent of Craven, senior, and having no interest in the transaction and deriving no profit from it, he could not be said to be concerned in the sale or letting, and he was no more guilty of an offence under the Act than Craven, senior, himself would have been had he purchased the ticket directly from Messrs. Cook & Sons. The magistrate was right, too, in dismissing the second summons, the one under section 320. For that section, similarly, referred to a receipt of money paid for a specified passage commencing at a fixed time in a named ship.—COUNSEL, *Bonsey*. SOLICITOR, *Solicitor for the Board of Trade*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

WHICKHAM v. ASHE. Div. Court. 15th Jan.

BETTING—CHARGE OF ACCEPTING ONE BET IN A PARTICULAR STREET—"FREQUENTING"—ADMISSIBILITY OF OTHER EVIDENCE TO SHEW USER ON FORMER OCCASIONS.

This was an appeal, by way of special case, from a decision of the Middlesbrough magistrates, who had convicted the appellant, a bookmaker, of an offence against a local bye-law, which provided that any person who frequented and used any street for the purposes of bookmaking, or betting or wagering, or agreeing to bet or wager, with any other person, should be liable to a penalty. The facts stated were shortly as follow: On the 19th of September last the appellant was walking down Stockton-street, Middlesbrough, when a police constable saw a man go up and speak to him. The appellant then made an entry in his betting book which he subsequently shewed to the constable. At the hearing of the summons the betting book was called for, but was not produced. The respondent tendered certain evidence before the magistrates in order to refer to other entries of bets made on other days by the appellant, the entries of which had been copied by the constable from the appellant's betting book, and also evidence that this street had on previous occasions to the day in question been used by the appellant for the purposes of betting therein. The magistrates considered that such reference and evidence were not admissible under the information which alleged but the one offence on the one day and declined to receive the same. They, however, convicted the appellant. On his behalf counsel contended that all the evidence given was that the appellant had been in Stockton-street for the purposes of betting on that particular day once only, and that upon such evidence he could not be convicted of having "frequented" that street for the purposes of betting, and cited *Reg.* v. *Clark* (14 Q. B. D. 92). For the respondent, in support of the conviction, counsel contended that the evidence rejected by the magistrates was admissible as shewing that the appellant was in the habit of betting in the streets in the vicinity of Stockton-street, and that such evidence, coupled with what took place on the 19th of September, was sufficient "frequenting" to support the charge in the indictment.

THE COURT (WRIGHT and BRUCE, JJ.) considered that the evidence of "frequenting" Stockton-street was of itself hardly sufficient for them to decide whether the conviction ought to stand. In their opinion the magistrates were wrong in rejecting the evidence tendered by the police constable to prove other acts of betting by the appellant on previous occasions in that neighbourhood. The case accordingly would be sent back to the magistrates, with an intimation that the evidence they had rejected was admissible.—COUNSEL, *Clarke-Hall*; *Scott-Fox*. SOLICITORS, *P. G. Robinson* for *Ed. Clarke*, Newcastle; *Belfrage & Co.*, for *Bainbridge & Barnley*, Middlesbrough.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. JUSTICES OF LONDON, *Ex parte* THE EAST LONDON WATER-WORKS CO. Div. Court. 18th Jan.

POOR RATE—APPEAL—ASSESSMENT COMMITTEE—OBJECTION—UNION ASSESS-

MENT COMMITTEE ACT, 1862, s. 19—VALUATION OF PROPERTY (METROPOLIS) ACT, 1869, ss. 11, 32.

In this case the East London Waterworks Co. had obtained a rule *nisi* for a *mandamus* to the justices of London in assessment sessions to hear and determine an appeal against a decision of the assessment committee. Cause was now shewn against the rule. The waterworks company had given notice of objection to the assessment committee against the rateable value at which their premises were assessed. The committee disallowed the objection and upheld the valuation, and the water company then desired to appeal to the assessment sessions, and in their notice of appeal they took objections not only to the rateable value, but also to the gross value at which the premises had been assessed. The sessions declined to permit the question of gross value to be gone into, because it was not mentioned in the notice of objections to the assessment committee. The company alleged that as a matter of fact the question of gross value had been gone into by the assessment committee, and that any irregularity in the notice of objection had been waived. This was not admitted to be so by the other side. Section 18 of the Union Assessment Committee Act, 1862, provides for notice of objection in writing to be given to the assessment committee by any person aggrieved by any valuation list. Section 19 of the same Act provides that the assessment committee shall not hear any objection to a valuation list "unless such notice as aforesaid of such objection shall be given to the committee." Section 11 of the Valuation of Property Act, 1869 (with which the former Act is incorporated), mentions the grounds of objections which may be raised before the assessment committee. Section 32 gives a right of appeal to the assessment sessions to any ratepayer "who may feel aggrieved by any decision of the assessment committee on an objection made before them."

THE COURT (WRIGHT and BRUCE, JJ.) discharged the rule.

WRIGHT, J., said that the question arose primarily under section 32 of the Valuation of Property (Metropolis) Act, 1869. The water company had appealed to the assessment sessions, and their appeal purported to be against the decision of the assessment committee both as to the gross and the rateable value. The court had now to decide whether there was a decision of the assessment committee on the question of the gross value. That depended partly on the Act of 1869 and partly on the Act of 1862, which was incorporated with the later Act. Section 19 of the Act of 1862 provided that notice of objection should be in writing, and the section expressly said that the committee "shall not hear any objection" unless notice was given as provided. These provisions were amended by the Act of 1869, section 11 of which says that the notice of objection shall specify the corrections which the objector desires to be made. That was enough to dispose of this case, unless the assessment committee had power to waive an irregularity in the notice of objection, because in this case the notice of objection did not refer to the gross value. Therefore, *primâ facie*, the committee came under the words of section 19 of 1862, and by section 32 of the Act of 1869 the appeal only lay from a decision of the committee on an objection made before them. His lordship was not satisfied from the affidavits that the committee had decided or even entertained any question as to the gross value, but even if the committee had purported to do so, he was of opinion that they had no power in law to give a decision unless the objection was made in the manner provided in the Acts of Parliament referred to.

BRUCE, J., concurred. Rule discharged.—COUNSEL, *Balfour Browne*, Q.C., and *W. C. Ryde*; *Littler*, Q.C., *Cripps*, Q.C., and *Barnes*. SOLICITORS, *Stone, Morris, & Stone*; *Bircham & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

REG. v. THE CHARITY COMMISSIONERS. Div. Court. 13th Jan.

MANDAMUS—REFUSAL TO APPOINT A PARTICULAR PERSON NOMINATED—ALTERNATIVE REMEDY.

In this case a rule *nisi* had been obtained, calling upon the Charity Commissioners to show cause why a writ of *mandamus* should not issue commanding them to determine under clause 143 of the Scheme for the Administration of the Foundation of Christ's Hospital, the question whether the governors were not bound to accept the nomination of the London School Board and appoint Miss Eve as an almoner of the institution. Under the scheme the London School Board had the right to nominate six almoners of the institution, and, on the retirement of the Hon. E. Lyulph Stanley, the London School Board nominated Miss Eve to fill the vacancy. The governors, however, refused to appoint Miss Eve on two grounds—first, that the position could not be held by a lady; and secondly, that they had discretion to refuse to appoint a particular person nominated if they thought fit. The London School Board then applied and obtained a rule calling upon the Charity Commissioners to determine, under the scheme, whether or no the governors were bound to accept the nomination of the Board and appoint Miss Eve. The question turned upon the construction of clause 143, which provides "that any question affecting the regularity or validity of any proceeding under the scheme shall be determined conclusively by the Charity Commissioners upon such application made to them for the purpose as they think sufficient." Arguments were now heard as to whether or not the rule should be made absolute. For the Commissioners it was contended that, having regard to the nature and importance of the question raised, it ought to be decided in a court of law, and not referred to them to decide under the powers vested in them by clause 143. A *mandamus*, therefore, ought not to issue, and the rule should be discharged. They further said that the recommendation of the London School Board was not a "proceeding under the scheme" within the meaning of paragraph 143, and that the Board had their remedy in an action at law or otherwise than by *mandamus*. For the London School Board it was argued that their nomination of an almoner was a "proceeding under the scheme," and that the Charity Commissioners were the proper tribunal to decide the question which had been raised because the scheme gave them power to deal with all matters, and the scheme had the force of an Act of Parliament.

WRIGHT, J., in giving judgment, said in his opinion the question raised was one which did not come within the scope of clause 143 of the scheme, which referred only to internal matters. It was impossible to suppose that it was ever intended that outsiders such as the London School Board should be bound by the extraordinary tribunal therein constituted, which was not a legal tribunal, and, moreover, was one from which the right of appeal was expressly excluded. The court had always a discretionary power in granting a *mandamus* unless, in the case of their refusal, the applicant would be left without any other legal remedy. That was not the case here, for the question could be determined more conveniently by an action either for an injunction or for a declaration of the rights of the School Board, and that was a sufficient ground for him to hold that this rule ought to be discharged.

BRUCE, J., concurred. He thought it was extremely doubtful what the decision of the court would have been if it had rested only on what was the true construction of clause 143, but he was satisfied that the question might be very much more conveniently tried in some other way than by *mandamus*, and therefore the rule on that ground ought to be discharged. Rule discharged with costs.—COUNSEL, *The Attorney-General* and *Dibdin*, for Commissioners; *Warrington*, Q.C., and *Vaughan Hawkins*, for the governors of Christ's Hospital; *Ram*, for the London School Board. SOLICITORS, *J. M. Clabon*; *Beachcroft, Thompson, & Co.*; *C. E. Mortimer*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **POMEROY & TANNER (Solicitors).** Stirling, J. 17th Dec., 13th and 19th Jan.

SOLICITOR—BILL OF COSTS—TAXATION AFTER BILL DELIVERED MORE THAN TWELVE MONTHS—AGENCY CHARGES—DISBURSEMENTS—COMPLETE BILL.

This was a summons by a client for taxation of his solicitor's bill of costs. The facts were as follow: The applicant, as the legal representative of a Mr. Sampson, who died in 1887, employed Mr. Pomeroy, one of the two solicitors whose names appear in the title of the proceedings, in winding up the testator's estate. In 1891 Mr. Pomeroy took Mr. Tanner into partnership, and the judge was of opinion that from that date the applicant must be taken to have retained and employed both of them. In 1864, the executorship affairs having been wound up, the applicant asked for a bill of costs; and in January, 1895, Messrs. Pomeroy & Tanner delivered a bill for £283 14s. 8d., commencing on the 31st of May, 1892. This bill included a lump item of £54 5s. 8d. for London agent's charges. A prior bill for work done before that date by Mr. Pomeroy alone was not included. Subsequently, on Messrs. Pomeroy & Tanner threatening to sue for the balance on the bill and the cash account delivered at the same time, the applicant demanded delivery of a bill and cash account for the work done by Mr. Pomeroy alone from the beginning of the transaction. On the 1st of April, 1896, Mr. Pomeroy delivered certain bills, including a bill of charge of his London agent, which gave particulars of the lump item contained in the bill delivered in January, 1895. An application was made for taxation of the bills delivered in April, 1896, with the exception of that which included the agency charges. A special application, however, was made with reference to the bill delivered in January, 1895, and the London agent's bill. This application was opposed on the ground that the bill had been delivered more than twelve months.

STIRLING, J.—This case has been argued on the footing that, as the bill has been delivered more than twelve months ago special circumstances must be made out to justify taxation. But a question has been raised whether the bill of January, 1895, is a complete bill so as to exclude the right to tax in the absence of special circumstances. That depends on the view to be taken of the last item in the bill. [His lordship read the item in question, which was a lump item of £54 5s. 8d. for the London agent's charges, and continued:—] It is contended that these items are disbursements, and that they ought to have been charged in the cash account and not in the bill at all. On the other hand, it is said that the agent's charges ought to be included in the bill in detail. Let us consider the question first as a matter of principle. It is well settled that, as between the client and the London agent of a country solicitor, there is no privity at all. The relationship of solicitor and client does not exist between the client and the London agent. The country solicitor may do his work personally, or by his clerks in the country, or through his London agent, but, as between the client and the solicitor, the whole work is done by the solicitor. It follows, therefore, that these items are not disbursements but are items taxable between the client and the country solicitor just as much as those items for the work done by the country solicitor in person or by his clerks. That is the view according to the strict law. As it was suggested that the practice was the other way and that these items were usually treated as disbursements, I thought it right to inquire of the taxing-masters what the practice was. I am informed that, as a matter of practice, this item of £54 5s. 8d. was wrongly charged as a disbursement, and that the items should appear in detail in the bill of costs. I think, therefore, that both upon the strict law and as regards practice, these items cannot be treated as disbursements but ought to be included in the bill of costs. It appears to me, therefore, that the whole bill on which the solicitors rely was not delivered, and that an order for taxation

must go. Judgment accordingly.—COUNSEL, *Graham Hastings*, Q.C., and *E. Ford*; *Buckley*, Q.C., and *H. Terrell*. SOLICITORS, *J. J. Haslow*, for *J. H. King*, Bristol; *Castle & Wheeler*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

COURT PAPERS.

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town:—HAWKINS, J., and WILLS, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1897.	N. EASTERN.	MIDLAND.	OXFORD.	HOME.	WESTERN.	S. EASTERN.	N. WALES, CHESTER, AND GLAMORGAN.	S. WALES AND CHESTER.	NORTHERN.
Commission Days.	L. C. J. of England. Bruce, J.	Pollock, B. Charles, J.	Day, J. Wright, J.	Mathew, J.	Vaughan Williams, J.	Cave, J.	Grantham, J.	Lawrance, J.	Collins, J. Kennedy, J.
Monday, Jan. 11					Devizes	Huntingdon	Welshpool		
Wednesday „ 13					Dorchester	Cambridge	Dolgelly	Haverfordwest	
Friday „ 15						Friday 15	Carnarvon		
Saturday „ 16						Ipswich		Lampeter	
Monday „ 18					Taunton	Wednes. 20			
Tuesday „ 19				Middlesex	Friday 22		Beaumaris	Carmarthen	
Wednesday „ 20				Monday 25			Ruthin		
Thursday „ 21						Norwich		Brecon	
Saturday „ 23					Bodmin	Tuesday 26	Mold		
Monday „ 25									
Tuesday „ 26				Guildford				Presteign	
Wednesday „ 27									
Thursday „ 28							Chester 2	Chester 2	
Saturday „ 30		Aylesbury	Reading			Chelmsford			
Monday, Feb. 1		Bedford	Feb. 1, 2 & c.	Exeter 2					
Wednesday „ 3			Oxford				Cardiff 2		
Friday „ 5		Northampton	Worcester	Winchester 2		Hertford			
Saturday „ 6						Lewes			
Wednesday „ 10		Leicester							Appleby
Thursday „ 11			Gloucester	Bristol 2					Carlisle
Friday „ 12		Oakham					(End)		Lancaster
Wednesday „ 17		Lincoln	Monmouth						
Thursday „ 18									Manchester 2
Friday „ 19						(End)			
Monday „ 22	Newcastle 2		Hereford						
Wednesday „ 24		Derby		(End)					
Friday „ 26	Durham 2		Shrewsbury						
Saturday „ 27									
Tuesday, March 2		Nottingham 2							
Friday „ 5	York 2		Stafford 2						
Saturday „ 6									
Monday „ 8		Warwick							
Wednesday „ 10	Leeds 2								Liverpool 2
Saturday „ 13		Birmingham 2							
Thursday „ 24	(End)	(End)							(End)

LEGAL NEWS.

OBITUARY.

Sir TRAVERS TWISS, Q.C., D.C.L., F.R.S., died on Thursday in last week, within a couple of months of completing his eighty-eighth year. He was called to the bar in 1840, and in 1849 was appointed Commissary-General of the City and Diocese of Canterbury. In 1851 he became the Archbishop's Vicar-General, and in 1858 he was promoted to the post of Chancellor of the Diocese of London. In 1862 he became Advocate-General of the Admiralty, was subsequently created a Queen's Counsel and Queen's Advocate-General. He was knighted in 1867. He resigned his appointments in 1872.

APPOINTMENTS.

Mr. BARTLE H. T. FRERE, barrister-at-law, has been appointed to the Presidency of the District Court of Famagusta, in Cyprus, which has been rendered vacant by the promotion of Mr. A. Lucie Smith to a Resident Magistracy in Jamaica. Mr. Frere was called to the bar in 1887.

Mr. D. W. MARPOLE, solicitor, of the firm of Marpole & Marpole, 46, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Marpole was admitted on the 1st day of September, 1890.

Mr. BARRY W. MASON, solicitor, a member of the firm of Phillips, Cummings, & Mason, of 14, Sherborne-lane, King William-street, E.C., has been appointed a Commissioner for Oaths. Mr. Mason was admitted in January, 1890.

Mr. FREDERIC HUDSON, solicitor, of St. Margaret's House, Ironmonger-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Hudson was admitted in 1888.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WALTER SCOTT and THOMAS CLARKE PILLING GIBBONS, solicitors, Manchester (Walter Lee Scott & Gibbons). Dec. 31. [*Gazette*, Jan. 15.

HENRY BRIERLEY and JAMES ARTHUR HUDSON, solicitors, Rochdale, Bury, and Littleborough (Brierley & Hudson). Jan. 15. [*Gazette*, Jan. 19.

GENERAL.

On Tuesday there was a large attendance of Queen's counsel, members of the junior bar, and others to see Mr. Justice Byrne take his seat for the first time as a judge of the High Court. The Attorney-General made a formal application with reference to some case in his lordship's list, and after similar applications with reference to other cases had been made, his lordship proceeded with the trial of Chancery witness actions.

The members of the Northern Circuit entertained Mr. M'Connell, Q.C., at a complimentary dinner at the Hotel Metropole on Saturday evening in celebration of his recent appointment as Chairman of Quarter Sessions for the County of London, when a considerable number of both the past and present members of the circuit and several guests assembled in honour of the occasion. Mr. S. Pope, Q.C., the leader of the circuit, occupied the chair, and among those present were the Lord Chief Justice, the Speaker, Mr. Justice Wright, Mr. Justice Collins, Mr. Justice Barnes, Mr. Justice Bruce, and Mr. Justice Kennedy.

The *Daily News* says that the Hon. John F. M'Intyre, First Assistant District Attorney of New York, who came over to watch the trial of the prisoner Ivory, or Bell, before Mr. Justice Hawkins, has prosecuted in more than 500 trials for murder in the American Courts of Law, and has obtained conviction in over 480 cases. Over 7,000 prisoners altogether have been convicted at his instance as a public prosecutor. He bears upon his chin the mark of a wound inflicted upon him in public court by a desperate criminal whose crimes were at the moment being exposed by him. Mr. M'Intyre's life was again threatened when he was prosecuting a notorious female Socialist for complicity in a plot to blow up the City of New York with dynamite. A cordon of police had to protect him on that occasion from a riotous mob near the court.

The following wicked and probably untrue story is told by an evening paper of the early electioneering days of a learned judge. He was busy canvassing, and met a young farmer. "Oh, my dear sir," said the candidate, "how is your father? I hope I may count upon his support and interest." "He is dead, sir," replied the man of agriculture; "but you shall have my vote." "Many thanks," said the politician, warmly pressing his hand. Later in the day the candidate was in another part of the division, when a member of his committee stopped the same young farmer and remarked, "This man's family warmly supports the Conservative cause." Addressing him, the candidate said, "Oh, yes, my dear sir, I know your face well. How is your father? I trust he will do his best for me." With a pained expression in his face, the tiller of the soil thoughtfully answered "He's still dead, sir."

A correspondent of the *Times* says that the amiable ruler of Benin has a simple method of civil procedure which seems almost as discouraging to litigation as that collected in the 1,200 odd pages of our "Annual Practice." Both plaintiff and defendant are forced to eat the poisonous bark of the tasswood, and one almost invariably dies, and is then considered to have been in the wrong. The agonies suffered by the surviving and successful suitor seem to serve the same purpose in that primitive country as the difference between "party and party" and "solicitor and client"

costs does in ours. In both the man who is wrong is, for the most part, utterly undone. In both the man who is right too often bears to the grave the memory, if not the marks, of the injuries received in the contest. That an unsuccessful litigant should be made to smart either in body or purse may not, perhaps, be inconsistent with abstract justice. At all events, he accepts the risk as part of the game which he forces on his antagonist. We do not, however, seem to have improved much on this genial African savage in principle in continuing with him to inflict on the successful suitor a penalty often in excess of the value of his claim. Perhaps when we have reformed King Drunami's system of legal costs we may find time to overhaul our own.

On the 16th inst., at the close of the Liverpool and Manchester District Registry business, before Mr. Justice Kekewich, which in future will be taken by the new judge, Mr. P. O. Lawrence, Q.C., said: As this is the close of the registry business before your lordship, and as a new transfer is about to take effect, I have been requested, and have great pleasure in complying with the request, to take the opportunity, on behalf of the Liverpool and Manchester Chancery Bar, and Liverpool and Manchester solicitors, and your lordship's staff in Lancashire, to thank your lordship for the courtesy and invariable consideration your lordship has shewn to all persons in connection with Lancashire business. Although the business will in future be before other judges, yet it will be always remembered in Liverpool and Manchester that your lordship was the first judge who did the District Registry Chancery business, and that the efficiency to which the business has attained is due to the kind way in which your lordship has guided the business from first to last. Mr. Justice Kekewich said: I am deeply sensible of your kind expressions. I think the less a judge says respecting himself the better. It has not been always an easy task, but I have been ably assisted by Mr. Lowndes and the Manchester District Registrar and counsel in the discharge of the business, and although it has been my duty occasionally to lecture counsel and solicitors behind them, it has always been done with a good intention and has borne good fruit.

At the Guildhall police court on Monday, says the *Times*, S. Fludger, Plumstead-road, Woolwich, was summoned at the instance of the Incorporated Law Society for unlawfully, wilfully, and falsely pretending to be a solicitor. Mr. R. H. Humphreys appeared for the Law Society. The defendant made several objections to the summons, and said the only object of the name of Carter being introduced was to prejudice the case, as he had never used that name. Mr. Humphreys said the offence consisted in the writing by the defendant of several letters, which were headed "E. Carter, Solicitor." These were written from 26, Plumstead-road. This was the worst case with which the Law Society had ever had to deal, and he should ask that the full penalty be inflicted. Walter Thomas Fairbain said he was managing clerk to Messrs. Avery & Sons, solicitors, 34, Finsbury-pavement. In August last the firm had instructions to act for a Mr. Phillips respecting some property that had been sold to a Mr. Ubele. Several letters were received, which purported to come from "E. Carter, solicitor, 26, Plumstead-road." On Tuesday, the 22nd of December, the defendant called at the office. Mr. Avery said, "Mr. Carter?" He replied, "No, I am Mr. Fludger, his managing clerk." He stated that he had called (in consequence of a letter) to save them the journey to Plumstead, as Mr. Carter would not be there. The matter in question (he added) had been left to him by Mr. Carter. In reply to Mr. Avery, he admitted writing a bundle of letters, which were produced. Mr. Avery said, "I see you ask for £3 3s. costs in this letter. What costs are they?" He answered, "Oh, they are Mr. Carter's costs." Cross-examined.—The defendant made no concealment as to who he was, and he denied being Mr. Carter. Formal evidence was given as to there being no E. Carter, solicitor, in the Law List. The defendant submitted that there was no case to answer. There was not a particle of evidence to prove that he ever represented himself to be a solicitor. The prosecution had tried to bring this in by alleging that he was Carter. According to their own evidence he had all along denied being Carter. He wrote letters for him "per S. F.," which amounted to a statement that he was not writing it personally as a solicitor. They were letters which any ordinary member of the public might have written. There was a Mr. E. Carter—he had omitted two of his initials (J. H.); still he was Mr. E. Carter. He had done business for him at his own home, not being able to travel to London in consequence of ill-health. He asked for an adjournment in order to produce Mr. Carter. Mr. Humphreys objected. He had seen Mr. E. J. H. Carter, and knew what he would say. Eventually the case was adjourned.

THE PROPERTY MART.

RESULT OF SALE.

SALE OF REVERSIONS AND LIFE POLICIES.

MESSRS. H. E. FOSTER & CRANFIELD'S Fortnightly Sale took place at the Mart on Thursday, the 21st inst., when the majority of the lots offered were sold. Two of the most valuable lots were withdrawn prior to sale, and the result probably suffered to the extent of some £8,000 or £10,000. The following are some of the results:

ABSOLUTE REVERSIONS:

To a Legacy of £500; life aged 55	Sold	£245
To £538 India Three-and-a-Half per Cent., and Freehold House at Bath; life 76	"	580
POLICIES OF ASSURANCE:		
Two for £225 each, on lives of T.R.H. the Duke of Connaught and Princess Beatrice respectively	"	150
For £1,000; life 46	"	430
For £500; life 65	"	270
For £500; life 52	"	230

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EMPLOYERS' LIABILITY AND WORKPEOPLE'S PROVIDENT AND ACCIDENT INSURANCE CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to John William Barratt, 22, Waterloo st, Birmingham Coleman & Co, Birmingham, solors to the liquidator

GOURLAY'S RHODESIA DEVELOPMENT CO, LIMITED—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts and claims, to James Durie Pattullo, 71 and 72, King William st Nicholson & Co, Coleman st, solors to the liquidator

LADIES' DRESS ASSOCIATION, LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Alfred Augustus James, 5, Coleman st

LAND MORTGAGE BANK OF INDIA (CREDIT FONCIER INDIEN), LIMITED—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to J. R. Boyson, L. FitzWygram, and Robert Williamson, 4, East India avenue, Leadenhall st. Lord, Bank bldgs, solor

MANCHESTER SHIPPING OFFICES AND PACKING CO, LIMITED (IN LIQUIDATION FOR THE PURPOSES OF AMALGAMATION)—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Williamson, 37, Brown st, Manchester. J. & E. Whitworth, Manchester, solors to liquidator

TUDOR PUBLISHING CO, LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, with particulars of their debts and claims, to Robert F. Walker, 30 and 31, Temple House Extension, Tallis st Slaughter & May, 18, Austinfriars, solors to liquidator

WEST AUSTRALIAN (GOLD DISTRICT) TRADING CORPORATION, LIMITED—Petn for winding up, presented Dec 14, directed to be heard on Jan 25 Maddisons, 1, King's Arms yd Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 23

FRIENDLY SOCIETIES DISSOLVED.

DESBOROUGH FREEHOLD LAND AND BUILDING SOCIETY, 11, Station rd, Desborough, Northampton Jan 6

EXHALL FEMALE FRIENDLY SOCIETY, National School, Exhall, Warwick Jan 6

FIRST PRINCE EDWIN PROTESTANT SICK AND BURIAL FRIENDLY SOCIETY, 1, Watmough st, Liverpool Dec 23

MINERS PRIDE JUVENILE SOCIETY OF THE FREE GARDENERS FRIENDLY SOCIETY, Anchor Hotel, Frizington, Carnforth, Cumberland. Jan 6

NETHER HEYFORD SELF-ASSISTANT CO-OPERATIVE SOCIETY, 1, Church st, Nether Heyford, Northampton Dec 30

London Gazette.—TUESDAY, Jan. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH AND COLONIAL TRADING AND DEVELOPMENT CORPORATION, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts and claims, to Thomas William Mills, 13, Hatton garden. Sutton & Co, 4, Great Winchester st, solors for liquidator

NOKES, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Samuel Malachi Bond, 14, Temple st, Birmingham. Beale & Co, Birmingham, solors to liquidator

STAR CYCLE CO (SHARRATT & LISLE), LIMITED—Creditors are required on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to Edward Lisle, Stewart st, Wolverhampton Dallow & Dallow, Wolverhampton, solors for the liquidator

WOOD-STREET CLOTHING AND WOOLLEN WAREHOUSE, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Frederic George Painter, 19, Coleman st

UNLIMITED IN CHANCERY.

SECOND SUNDERLAND CROWN PERMANENT BUILDING SOCIETY—Creditors are requested to send the particulars in writing of their claims or demands to Botterell & Roche, 26, St Thomas st, Sunderland

FRIENDLY SOCIETY DISSOLVED.

THORNTON FRIENDLY UNION SOCIETY, Thornton Sunday-school, Thornton, Fleetwood, RSO, Lancaster Jan 6

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette, FRIDAY, Jan. 15.

BAKER, EMMA, Poole, Dorset Feb 15 Dickinson, Poole

BARWISE, JOHN ADOLPHUS, Hampstead Feb 13 Swain, Coleman st

BATCHELOR, HENRY WELLINGTON CHARLES ESSEX, St John's Antony, Cornwall Feb 21 Marsden & Wilson, Old Cavendish st

BEARD, ANN, Kensington Feb 1 Fladgate & Co, Craig's Court

BOLTON, AMBROSE, Hampton Wick Feb 20 Richardson & Carn, Kingston on Thames

BROCKBANK, WILLIAM, Didsbury, Lancs, Metal Agent March 5 Addleshaw & Co, Manchester

BROWN, FREDERICK, Farnborough, Southampton Feb 9 Foster, Farnborough

BRUCE, WILLIAM, Hatfield Peverel, Essex, Veterinary Surgeon March 1 Crick & Freeman, Maldon

CASTLEDINE, THEODORE AUGUSTUS TUCKER, Leicester Feb 12 J & S Harris, Leicester

CAY, JANE, Exeter Feb 15 Dunn & Baker, Exeter

COMELY, JOHN GILL, Winchester, Estate Agent Feb 10 Godwin & Son, Southampton

COMPTON, THOMAS JOSEPH, MD, Norwich Feb 1 Wrensted & Sharp, 6t Trinity lane

COOKE, AMBROSE, Adlington, Chester, Farmer Feb 16 May, Macclesfield

FROST, FRANCIS HENRY, Coventry, Warwick Feb 10 Gibbons & Arkle, Liverpool

GOULBURN, EMILY, Sale, Chester Feb 15 Gaunt & Lingard, Manchester

GOVER, WILLIAM, Brighton Feb 15 Gover, Essex st, Strand

GRENFELL, PASCOE DU PRE, Eaton pl Feb 20 Bompas Bischoff & Co, Great Winchester st

HALL, HENRY OWEN, Old Kent rd Feb 15 Greenop & Son, Talbot ct, Gracechurch st
HENDERSON, Lieut-Colonel Sir EDMUND YEAMANS WALCOTT, South Kensington March 1 Radcliffe & Co, Craven st
HENRY, ROBERT, Newark, Nottingham, Draper Feb 20 Johnstone & Williams, Nottingham
HILDER, JOHN, Goudhurst, Kent, Farm Bailiff Jan 22 Hinds & Son, Goudhurst
HILLIER, HAM, Bulkington, Wilts, Farmer March 1 Meek & Co, Devizes
HUGHES, ELIZABETH, Colwyn Bay, Denbigh Feb 13 Jones, Colwyn Bay
JACKMAN, REBECCA, Upper Clapton Feb 27 Holmes Clement's ln
KENNE, RAYMOND, Fulham rd Feb 27 Herbert, Cork st, Burlington gdns
MARGETTS, WILLIAM GEORGE, Wouldham, nr Rochester Feb 15 Spottiswoode, Craven st
MOCATTA, ANN, South Kensington Feb 28 Tatham & Lousada, Old Broad st
NELSON, BESSIE, Tunbridge Wells Feb 15 Johnson & Master, Theobald's rd
OXFORD, HENRY, Chester Feb 22 Davies & Co, Warrington
PAGE, GOSNALL, Suffolk Feb 27 Synnot, Manningtree, Essex
POTTLE, FANNY, Wimborne Minster, Dorset Feb 13 Dibben, Wimborne Minster
PULLEN, JAMES HENRY, Wandsworth, Master Engineer Feb 15 Robinson & Stannard, Eastcheap
PURSEY, WILLIAM, South Tottenham Feb 25 Saxton & Morgan, Somerset st, Portman sq
SAMSON, AMELIA, Mitcham, Surrey Feb 13 Hewitt & Chapman, Nicholas lane
SCHOFIELD, SARAH JANE, Durham Jan 28 Chambers, Durham
SHEPHERD, FREDERICK, Saville, Lee Feb 27 Patey & Warren, London wall
SMITH, ANN ELIZABETH, Fenwick, nr Doncaster Feb 13 Clough, Cleckheaton
STRONG, JOHN, Crosby, Cumberland, Farmer Feb 1 Lazonby & Strong, Wigton
TIPLADY, MARY ANN, Scarborough Feb 12 Bedwell, Scarborough
TORDOFF, SARAH, Bradford, York Feb 1 Newton, Bradford
WALKER, JOSEPH, Whitehaven, Pidmber Feb 20 Brockbank & Co, Whitehaven
WALLS, THOMAS, Bognor, Sussex, Hairdresser Feb 19 Staffurth & Staffurth, Bognor
WATSON, JOSEPH, Hendon March 1 Saxton & Morgan, Somerset st, Portman sq

London Gazette.—TUESDAY, Jan. 19.

ALDRICH, SARAH MARIA, Ipswich Mar 1 Westhorp & Co, Ipswich
BAKER, JAMES, Hoo, Kent, Potter Feb 15 Robinson, Strood
BATTEY, DANIEL, Hadfield, Derby, Clothier Feb 27 Domakin, Manchester
BEDFORTH, GEORGE, Scarborough March 1 W & W S Drawbridge, Scarborough
BERNSTEIN, WILLIAM FREDERICK, Manchester March 2 Addleshaw & Co, Manchester
BLADON, SAMUEL, Fordhouses, nr Wolverhampton, Carpenter Feb 20 Shelton & Co, Wolverhampton
BRADBURY, HENRY, Leyton, Essex, Gardener Feb 28 Freeman, Chancery ln
BRAND, HARVEY, New Broad st Feb 22 Murray & Co, Birchin lane
BRITT, STEPHEN, Mersham, Kent, Farmer Feb 1 Hallett & Co, Ashford
BRITT, WILLIAM HOPKINSON, Chesterfield, Derby Feb 27 Jones & Middleton, Chesterfield
BROWN, FREDERICK, Farnborough, Southampton Feb 9 Foster, Aldershot
CHILTON, JOHN, Fenton, Stafford, Labourer Jan 29 Day, Stoke on Trent
CHRISTMAS, THOMAS ARGENT SANDERS, Cambridge, Ironmonger April 10 H J Whitehead & Son, Cambridge
CLARKE, HORATIO ST JOHN, Richmond, Victoria, Surgeon July 15 Woodrooffe & Burgess, New sq, Lincoln's inn
CLIFF, HENRY, Stafford Jan 27 Day, Stoke on Trent
COCKSHOTT, WILLIAM, Bradford, York, Chemist Feb 23 Rawnsley & Peacock, Bradford
CONNELL, JOHN, Gateshead, Durham March 25 Dransfield & Elsdon, Newcastle upon Tyne
DAVIS, REBECCA, Dulwich Feb 20 King & Jenkins, Abchurch lane
DOWNHAM, JOSEPH, Bury, Lancs, Ironmonger Feb 26 Saml Woodcock & Co, Bury
FRYER, JOSEPH HENRY, Leeds, Butcher March 1 Middleton & Sons, Leeds
GALE, JOSEPH, Fetter lane Feb 27 Mann & Crimp, Essex st
GARRAD, ELIZABETH ANN, New Hunstanton, Norfolk March 12 Coulton & Son, King's Lynn
GREEN, ROGER, Whalley, Lancs March 1 Reddish, Blackburn
HAIGH, GEORGE, Scarborough, Builder March 1 W & W S Drawbridge, Scarborough
HAWTHORN, ISABELLA FRANCES, Beckenham Feb 15 Andrew Wood & Purves, Gt James st, Bedford row
HOLT, JAMES, Bury, Lancs Feb 26 Woodcock & Co, Bury
LEVETT, JEMIMA, Eastbourne Feb 20 Stenning & Co, Tonbridge
LEVY, RACHEL, Stoke Newington Feb 15 Taylor & Taylor, New Broad st
LONGWORTH, JOHN, Horwich, Lancaster, Bleacher March 31 Greenhagh & Cannon Bolton
LOWE, SAMUEL, Nottingham, Machinist Feb 1 Wells & Hind, Nottingham
MORRIS, THOMAS, Penygraig, Glam March 6 Davies, Pontypridd
MOTT, ELIZABETH, Braintree, Essex March 1 Cunnington & Co, Braintree
MURROW, WILLIAM PUSTAU, Rockhampton, Queensland, Australia April 20 Lloyd Jones, Walbrook
NEESFIELD, MARY JANE, Snainton, York March 1 W & W S Drawbridge, Scarborough
PAGE, MICHAEL, Spridlington, Lincoln, Farmer Feb 20 Hebb, Lincoln
PARKER, CHARLES, Pinchbeck, Lincoln, Farmer Feb 16 Calthrop & Bonner, Spalding
PHILLIPS, THOMAS, Portsea, Hants, Chemist March 1 Bolitho, Portsea
PLEWS, ROBERT, Scarborough March 1 W & W S Drawbridge, Scarborough
POTT, EDWIN, Sutton Bridge, Lincoln, Stationmaster Feb 14 Mossop & Mossop, Long Sutton
SIDEBOTTOM, ELIZABETH, Dukinfield, Chester Feb 15 Richards, Ashton under Lyne
SLATER, JOHN, Wood st March 25 G & F East, Basinghall st
SKYRME, MARGARET, Brockley Feb 20 Barnard, Westminster Bridge rd, Lambeth
SOWERBY, ANNE, Chollerton, Northumbrid Feb 19 Robinson & Stannard, Eastcheap
TAYLOR, SUSANNAH, Fairfield, nr Manchester Feb 15 Peacock & Jacques, Manchester
THOMPSON, CHARLES WILLIAM, Wethersfield pl, nr Braintree, Essex Feb 27 James & James, Ely pl
TOWNEND, ROBERT, Shipley, York March 12 Hutchinson & Sons, Bradford
WADDILOVE, Admiral CHARLES LUDOVIC DARLEY, Hexham, Northumbrid Feb 28 Dees & Thompson, Newcastle upon Tyne
WRIGHT, ANNE, Scarborough March 1 W & W S Drawbridge, Scarborough

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 15.

RECEIVING ORDERS.

AMES, EDWARD, Hackney, Boot Sole Sewer High Court Pet Dec 21 Ord Jan 12
AUTHERS, ABRAHAM, Cardiff, Club Manager Cardiff Pet Dec 15 Ord Jan 11
BAILEY, JOHN WESLEY, Willenhall, Staffs, Die Sinker Wolverhampton Pet Jan 13 Ord Jan 13
BARNARD, CHARLES TURNER, Oulton Broad, Suffolk, Smackowner Gt Yarmouth Pet Jan 12 Ord Jan 12
BATSTONE, JOHN WILMINGTON, Wells, Somersets, Baker Wells Pet Jan 12 Ord Jan 12
BEDFORD, EDWARD THOMAS, Fulham rd, China Dealer High Court Pet Jan 13 Ord Jan 13
BELL, JOHN GEORGE, South Shields Newcastle on Tyne Pet Jan 12 Ord Jan 12
BROOKES, WILLIAM, West Bromwich West Bromwich Pet Jan 13 Ord Jan 13
CLARKE, RICHARDSON, & Co., Copthall bldgs, Stock Dealers High Court Pet Oct 6 Ord Jan 12
COPLEY, FRED AUGUSTINE, Heaton Norris, Lancs, Schoolmaster Stockport Pet Jan 11 Ord Jan 11
DA COSTA, D C, Thomas st, Grosvenor sq High Court Pet Dec 5 Ord Jan 12
DAVIES, DAVID, Cardiff, Labourer Cardiff Pet Jan 12 Ord Jan 12
DENTON, ERNEST, Accrington, Commission Agent Blackburn Pet Jan 12 Ord Jan 12
DOLBEN, ARTHUR, Penarth, Glam Cardiff Pet Jan 12 Ord Jan 12
EDWARDS, DAVID JOHN, Llanelly, Labourer Carmarthen Pet Jan 8 Ord Jan 8
FURSE, ERNEST HENRY, South Tottenham, Cabinet Maker High Court Pet Jan 11 Ord Jan 11
GAUNTLETT, HENRY, Purbrook, Cosham, Hants, Yeoman Portsmouth Pet Jan 12 Ord Jan 12
GLOVER, CHARLES WILLIAM, Leeds, General Dealer Leeds Pet Jan 13 Ord Jan 13
HAIN, JAMES ASHTON, Toddington, Beds, Farmer Luton Pet Jan 12 Ord Jan 12
HALLGARTH, THOMAS, Wakefield, Hair Dresser Wakefield Pet Jan 12 Ord Jan 12
HANDLEY, JOHN, Cirencester, Outfitter Swindon Pet Jan 12 Ord Jan 12
HARRIS, JOHN HERBERT, Hartlebury, Worcs, Farmer Kidderminster Pet Jan 7 Ord Jan 7
HOLLIDAY, FREDERICK MONTAGUE, Wakefield, Fish Salesman Wakefield Pet Jan 13 Ord Jan 13
JOHNSTON, PETER, Wolverhampton Wolverhampton Pet Jan 13 Ord Jan 13
JONES, CHARLES HENRY, Oswestry, Grocer Wrexham Pet Jan 13 Ord Jan 13
JONES, THOMAS PUGH, Llanelly, Contractor Carmarthen Pet Jan 11 Ord Jan 11
KING, BENJAMIN, Lower Clapton, Shoe Manufacturer High Court Pet Jan 13 Ord Jan 13
KITCHEN, FRED, Shipley, Yorks, Wheelwright Bradford Pet Jan 11 Ord Jan 11
MAXWELL, WILLIAM, Waterloo, nr Blyth, Joiner Newcastle on Tyne Pet Jan 12 Ord Jan 12
MITCHINSON, JOSEPH, Potto, nr Northallerton, Yorks, Farmer Stockton on Tees Pet Jan 11 Ord Jan 11
NELSON & Co, Old Scotland yd, Wine Merchants High Court Pet Dec 12 Ord Jan 13
NORTH, CHARLES WILSON, Doncaster, Cattle Dealer Sheffield Pet Jan 12 Ord Jan 12
PARK, JOHN, Cumberland, Licensed Victualler Cockermouth Pet Jan 13 Ord Jan 13
PRICE, ROBERT, Penygraig, Glam, Grocer Pontypridd Pet Jan 13 Ord Jan 13
QUIN, MARY MATILDA, Bradford, Yorks, House Furnisher Bradford Pet Jan 12 Ord Jan 12
RAWLINGS, ABSALOM, Nailbridge, Glos, Collier Gloucester Pet Jan 11 Ord Jan 11
REID, DAVID, Kingston upon Hull, Nurseryman Kingston upon Hull Pet Jan 11 Ord Jan 11
ROBERTS, HENRY HOBBS, East Dulwich, Licensed Victualler High Court Pet Nov 26 Ord Jan 11
SANDERS, JAMES, Silverton, Devon, Dairyman Exeter Pet Jan 13 Ord Jan 13
SCOTT, JOHN, Cumberland, Coal Agent Carlisle Pet Jan 12 Ord Jan 12
SLINGER, THOMAS, Halifax, Tobacconist Halifax Pet Jan 13 Ord Jan 13
TOOGOOD, WILLIAM CUTTING, Gt Grimsby, Provision Dealer Gt Grimsby Pet Jan 12 Ord Jan 12
USHER, WILLIAM, Swansea, Furniture Manufacturer Swansea Pet Jan 12 Ord Jan 12
VINCE, ROBERT ALFRED, Somersham, Suffolk, Dealer Ipswich Pet Jan 9 Ord Jan 9
WALKER, EDGAR WILLIAM, York, Maltster Leeds Pet Jan 9 Ord Jan 9
WEBBER, WILLIAM, Birmingham, Farmer Birmingham Pet Jan 13 Ord Jan 13
WILLIAMS, EVAN, Carnarvon Bangor Pet Dec 31 Ord Jan 12
WORCESTER, ARTHUR, Durham, Porter Stockton on Tees Pet Jan 11 Ord Jan 11
YEOMAN, GEORGE, Lawrence lane High Court Pet Jan 11 Ord Jan 11

Amended notice substituted for that published in the London Gazette of Jan. 5:

NELSON, FREDERICK, Milnrow, Lancs, Flannel Manufacturer Rochdale Pet Dec 31 Ord Dec 31

FIRST MEETINGS.

BOOTH, ROBERT HENRY, Stalybridge, Cheshire Jan 22 at 3 Off Rec, Byrom st, Manchester
BUSH, TOM, Torquay Jan 25 at 12 Bankruptcy bldgs, Carey st
CLAFTON, WILLIAM HENRY, Leeds, Woollen Manufacturer Jan 27 at 11 Off Rec, 22, Park row, Leeds
COMPTON, WILLIAM HENRY, Stretton on Dunsmore, Warwicks, Cattle Dealer Jan 22 at 11.30 Off Rec, 17, Hertford st, Coventry
COOK, HENRY HATT, Leeds, Clothier Jan 25 at 11 Off Rec, 22, Park row, Leeds
CURRY, EDWIN LAWRENCE, Leicester, Hairdresser Jan 22 at 3 Off Rec, 1, Berridge st, Leicester
DAVIDGE, JOHN WILLIAM, Ton Pentre, Glam Jan 22 at 3 65, High st, Merthyr Tydfil
EDWARDS, DAVID JOHN, Llanelly, Labourer Jan 23 at 11.30 Off Rec, 4, Queen st, Carmarthen
FLETCHER, WILLIAM, Ratby, Leicester, Baker Jan 22 at 12.30 Off Rec, 1, Berridge st, Leicester
FURSE, ERNEST HENRY, South Tottenham, Cabinet Maker Jan 22 at 12 Bankruptcy bldgs, Carey st
GEORGE, THOMAS, Treorchy, Aberdare, Furniture dealer Jan 22 at 2 65, High st, Merthyr Tydfil
GOWING, GEORGE HENRY, Mulbarton, Norfolk, Farmer Jan 23 at 12 Off Rec, 8, King st, Norwich
HAINS, HERBERT HOWELL, Wellington, Somersets, Tailor's cutter Jan 22 at 11.30 Off Rec, 5b, Hammet st, Taunton
HALSE, CHARLES SPENCER, Cannon st Jan 22 at 2.30 Bankruptcy bldgs, Carey st
HOWSE, GEORGE WILLIAM, Bermondsey New rd, Butcher Jan 22 at 11 Bankruptcy bldgs, Carey st
JOHNSON, WILLIAM, Wolverhampton, Butcher Jan 25 at 11.30 Off Rec, Wolverhampton
LOCKWOOD, RICHARD EVISON, Wakefield, Labourer Jan 22 at 11 Off Rec, 6, Bond ter, Wakefield
OGILVIE, JOHN JAMES, Warwick Bridge, nr Carlisle Jan 25 at 12 Off Rec, 34, Fisher st, Carlisle
RIDEOUT, MARTHA ANN, Fontmell Magna, Dorset, Farmer Jan 23 at 12.30 Off Rec, Salisbury
SALMON, SAMUEL, Abergwynfi, Glam Jan 26 at 11 Off Rec, 29, Queen st, Cardiff
SANDERS, JAMES, Silverton, Devon, Dairyman Jan 23 at 10.30 Off Rec, 13, Bedford circs, Exeter
SCOTT, JOHN, Cumberland, Coal Agent Jan 25 at 1 Off Rec, 34, Fisher st, Carlisle
SKEET, WILLIAM, Aldershot, Ironmonger Jan 25 at 12.30 24, Railway app, London Bridge
SLINGER, THOMAS, Halifax, Tobacconist Jan 27 at 11 Off Rec, Halifax
STANLEY, GEORGE ENOCH, Wolverhampton Jan 25 at 11 Off Rec, Wolverhampton
THOMPSON, CHARLES, Beverley Asylum, Yorks, Farmer Jan 21 at 11 Off Rec, Trinity House ln, Hull

ADJUDICATIONS.

ABBOTT, EDWARD HENRY, Knightrider st, Publican High Court Pet Dec 9 Ord Jan 11
BAILEY, JOHN WESLEY, Willenhall, Staffs, Die Sinker Wolverhampton Pet Jan 11 Ord Jan 13
BARNARD, CHARLES TURNER, Oulton Broad, Suffolk, Smackowner Gt Yarmouth Pet Jan 12 Ord Jan 12
BATSTONE, JOHN WILMINGTON, Wells, Somersets, Baker Wells Pet Jan 12 Ord Jan 12
BOND, MORGAN GEORGE, Bridgend, Glam, Baker Cardiff Pet Dec 8 Ord Jan 8
COOK, HENRY HATT, Leeds, Clothier Leeds Pet Dec 4 Ord Jan 11
COPLEY, FRED AUGUSTINE, Heaton Norris, Lancs, Schoolmaster Stockport Pet Jan 11 Ord Jan 11
DALLAS, JAMES, Newcastle on Tyne Durham Pet Dec 12 Ord Jan 11
DANCERFIELD, RICHARD JAMES, Swansea, Tobacconist Swansea Pet Dec 16 Ord Jan 12
DAVIES, DAVID, Cardiff, Labourer Cardiff Pet Jan 11 Ord Jan 12

DE FALBE, CARL VIGANT, Earl's Court High Court Pet Nov 20 Ord Jan 12
DENTON, ERNEST, Accrington, Commission Agent Blackburn Pet Jan 12 Ord Jan 12
EDWARDS, DAVID JOHN, Llanelly, Labourer Carmarthen Pet Jan 8 Ord Jan 8
FURSE, ERNEST HENRY, South Tottenham, Cabinet Maker High Court Pet Jan 11 Ord Jan 11
GAUNTLETT, HENRY, Purbrook, Cosham, Hants, Yeoman Portsmouth Pet Jan 12 Ord Jan 12
GLOVER, CHARLES WILLIAM, Leeds, General Dealer Leeds Pet Jan 13 Ord Jan 13
GOWING, GEORGE HENRY, Mulbarton, Norfolk, Farmer Norfolk Pet Dec 30 Ord Jan 12
HALLGARTH, THOMAS, Wakefield, Hairdresser Wakefield Pet Jan 12 Ord Jan 12
HALSE, CHARLES SPENCER, Cannon st High Court Pet Nov 18 Ord Jan 12
HANDLEY, JOHN, Cirencester, Outfitter Swindon Pet Jan 12 Ord Jan 12
HARRIS, JOHN HERBERT, Hartlebury, Worcs, Farmer Kidderminster Pet Jan 13 Ord Jan 13
HOLLIDAY, FREDERICK MONTAGUE, Wakefield, Fish Salesman Wakefield Pet Jan 13 Ord Jan 13
JOHNSTON, ROBERT, Mickleton, Glouc, Hosier Banbury Pet Nov 28 Ord Jan 13
JONES, CHARLES HENRY, Orwestry, Salop, Grocer Wrexham Pet Jan 13 Ord Jan 13
KITCHEN, FRED, Shipley, Yorks, Wheelwright Bradford Pet Jan 11 Ord Jan 11
MAXWELL, WILLIAM, Waterloo, nr Blyth, Joiner Newcastle on Tyne Pet Jan 12 Ord Jan 12
MITCHINSON, JOSEPH, Potto, nr Northallerton, Farmer Stockton on Tees Pet Jan 11 Ord Jan 11
NEALE, CHARLES THOMAS, Orston, Notts Nottingham Pet Dec 1 Ord Jan 13
NORTH, CHARLES WILSON, Doncaster, Cattle Dealer Sheffield Pet Jan 12 Ord Jan 12
PARK, JOHN, Cockermouth, Cumberland, Licensed Victualler Cockermouth Pet Jan 11 Ord Jan 13
POWELL, FREDERICK AUGUSTUS, Wood Green Edmonton Pet Nov 9 Ord Jan 9
QUIN, MARY MATILDA, Bradford, Yorks, House Furnisher Bradford Pet Jan 12 Ord Jan 12
RAWLINGS, ABSALOM, Nailbridge, Glos, Collier Gloucester Pet Jan 11 Ord Jan 11
REEDER, ROBERT, St John's Wood rd, Licensed Victualler High Court Pet Oct 28 Ord Jan 12
REID, DAVID, Kingston upon Hull, Nurseryman Kingston upon Hull Pet Jan 11 Ord Jan 11
SANDERS, JAMES, Silverton, Devon, Dairyman Exeter Pet Jan 13 Ord Jan 13
SCOTT, JOHN, Cumberland, Coal Agent Carlisle Pet Jan 12 Ord Jan 13
SLINGER, THOMAS, Halifax, Tobacconist Halifax Pet Jan 13 Ord Jan 13
THOMPSON, HENRY, Birmingham, Furniture Dealer Birmingham Pet Dec 31 Ord Jan 11
TOOGOOD, WILLIAM CUTTING, Gt Grimsby, Provision Dealer Gt Grimsby Pet Jan 12 Ord Jan 12
VINCE, ROBERT ALFRED, Somersham, Suffolk, Dealer Ipswich Pet Jan 9 Ord Jan 9
WORCESTER, ARTHUR, Fishburn, Durham, Porter Stockton on Tees Pet Jan 11 Ord Jan 11

London Gazette,—TUESDAY, Jan. 19.

RECEIVING ORDERS.

ADAMS, ARTHUR ROBERT, Dover, Bookbinder Canterbury Pet Jan 15 Ord Jan 15
ASHBY, GEORGE ASHBY HERMAN, Wimbledon Kingston, Surrey Pet Jan 16 Ord Jan 16
ASHFOLD, FREDERICK GEORGE, Plymouth, Baker Plymouth Pet Jan 14 Ord Jan 14
BAKER, THOMAS, Scarborough, Fruit Salesman Scarborough Pet Jan 16 Ord Jan 16
BASTER, FREDERICK GEORGE, Kirkley, Lowestoft, Boat Builder Gt Yarmouth Pet Jan 15 Ord Jan 15
BLOOMFIELD, DANIEL, Uggeshall, Suffolk, Miller Gt Yarmouth Pet Jan 14 Ord Jan 14
BUMSTEAD, STEPHEN, Hastings, Fisherman Hastings Pet Jan 16 Ord Jan 16
CHILTON, ARTHUR THOMAS, Bow High Court Pet Jan 16 Ord Jan 16
CRINCHEN, WILLIAM JAMES, Bournemouth, Builder Poole Pet Jan 15 Ord Jan 15
CROW, JOHN, Berwick on Tweed, Painter Newcastle on Tyne Pet Jan 14 Ord Jan 14
CUZICK, JAMES, jun, Dudley, General Dealer Dudley Pet Jan 14 Ord Jan 14
DOMMETT, JOHN, Dulverton, Somerset, Farmer Exeter Pet Jan 15 Ord Jan 15
FERRIBOLI, ERNEST, High Holborn High Court Pet Dec 18 Ord Jan 15
GETHING, FREDERICK J E, Barnstaple High Court Pet Dec 17 Ord Jan 15
GREAVES, JAMES, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet Jan 16 Ord Jan 16
GREAVES, JOSEPH EDWARD ELSWORTH, Rochdale, Mechanical Engineer Rochdale Pet Jan 16 Ord Jan 16
HALL, WILLARD, Savile row High Court Pet Dec 14 Ord Jan 15
HATWARD, WILLIAM ELIJAH, Willenhall, Staffs Wolverhampton Pet Jan 15 Ord Jan 15
MANSERGH, EDWARD SWANN, Bloomsbury, Surveyor High Court Pet Nov 26 Ord Jan 16
MIDDLETON, JOSEPH, Great Grimsby, Fish Merchant Great Grimsby Pet Jan 15 Ord Jan 15
MORRELL, CHARLES RICHARD, Brighouse, Yorks, Joiner Halifax Pet Jan 16 Ord Jan 16
MUNRO, D, Sons, & Co, Leadenhall st High Court Pet Nov 13 Ord Jan 16
NEWEY, ALBERT EDWARD, Manchester, Plumber Manchester Pet Jan 15 Ord Jan 15
PAYNE, CHARLES, Bridgwater, Somersets, Licensed Victualler Bridgwater Pet Jan 5 Ord Jan 14
PICKETT, CHARLES, New Cross road High Court Pet Jan 15 Ord Jan 15
POWELL, ALBERT VICTOR, Selly Oak, Worcesters, Ironmonger Birmingham Pet Jan 14 Ord Jan 14
PAYNE, CHARLES HENRY HUNT, Ipswich, Grocer High Court Pet Dec 7 Ord Jan 16
SLATER, ARTHUR, Derby, Fitter Derby Pet Jan 15 Ord Jan 15
STEELE, ROBERT ALLEN, Salford, Lancs Salford Pet Jan 15 Ord Jan 15
THOMPSON, WALTER, Pancras in, Solicitor High Court Pet Nov 7 Ord Jan 14
TREMAYNE, JAMES, Constantine, Cornwall, Labourer Truro Pet Jan 14 Ord Jan 14
WALKINGTON, FRANCIS GEORGINA, and DELIA WALKINGTON, Harrogate, York, Milliners York Pet Jan 14 Ord Jan 14
WEDGWOOD, ROBERT, Stockton on Tees, Baker Stockton on Tees Pet Jan 14 Ord Jan 14
WELLS, WALTER EDWARD, Gt Grimsby, Plumber Gt Grimsby Pet Jan 15 Ord Jan 15
WHITE, ALBERT, Bournemouth, Coal Merchant Poole Pet Dec 30 Ord Jan 15
WILSON, HARROP, George st, Portman sq, Licensed Victualler High Court Pet Jan 15 Ord Jan 15

Amended notice substituted for that published in the London Gazette of Dec 1:

MEADOWS, ERNEST JOHN DOVE, Streatham Common Cheesemonger Wandsworth Pet Nov 23 Ord Nov 30

Amended notice substituted for that published in the London Gazette of Jan. 8:

LISCHEID, EUSTACE, Stoke Newington, Baker Edmonton Pet Dec 14 Ord Jan 4

FIRST MEETINGS.

AMES, EDWARD, Hackney, Boot-sole Sewer Jan 26 at 12 Bankruptcy bldgs, Carey st
ASKIN, GEORGE EDMUND, West Bromwich, Beer Retailer Jan 27 at 2 County Court, West Bromwich
BATSTONE, JOHN WILMINGTON, Wells, Somersets, Baker Jan 27 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
BATT, HENRY, Bath Jan 27 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
BEDFORD, EDWARD THOMAS, Fulham rd, Glass Dealer Jan 26 at 2.30 Bankruptcy bldgs, Carey st
BOLTON, CHARLIE, Padiham, Lancs, Boot Maker Jan 29 at 1.30 Exchange Hotel, Nicholas st, Burnley
BROADHURST, STEPHEN, Kinlet, Salop, Farmer Jan 26 at 2 Ivens & Morton, Solicitors, Kidderminster
CHAPMAN, GEORGE MANDER, Northampton, Baker Jan 26 at 12.15 County Court bldgs, Northampton
CLARKE, RICHARDSON, & Co, Copthall bldgs, Stock Dealers Jan 26 at 2.30 Bankruptcy bldgs, Carey st
DA COSTA, D C, Thomas st, Grosvenor sq Jan 26 at 11 Bankruptcy bldgs, Carey st
DOMMETT, JOHN, East Anstey, Devons, Farmer Jan 28 at 10.30 Off Rec, 13, Bedford circus, Exeter
EDWARDS, THOMAS, Lye, Worcs, Miner Jan 27 at 2.10 W R Skidding, Auctioneer, Stourbridge
ELLIS, JOHN PHILLIPS, Millbrook, Cornwall, Baker Jan 26 at 11 10, Athenæum trce, Plymouth
FIELD, WILLIAM HENRY, Wrington, Somersets Jan 28 at Mr Tamlyn, High st, Bridgwater
FRENCH, CHARLES FREDERICK, Plymouth, Fisherman Feb 1 at 10 10, Athenæum trce, Plymouth
HALLGARTH, THOMAS, Wakefield, Hairdresser Jan 26 at 11 Off Rec, 6, Bond trce, Wakefield
HANDLEY, JOHN, Cirencester, Outfitter Jan 27 at 11 Off Rec, 4&5, Cricklade st, Swindon
HOLLIDAY, FREDERICK MONTAGUE, Wakefield, Fish Salesman Jan 26 at 11.30 Off Rec, 6, Bond trce, Wakefield
JELLY, HERBERT, Hirwain, Glam, Builder Jan 27 at 2 65, High st, Merthyr Tydfil
KING, BENJAMIN, Lower Clapton, Shoe Manufacturer Jan 28 at 2.30 Bankruptcy bldgs, Carey st
KITCHEN, FRED, Shipley, Yorks, Wheelwright Jan 26 at 11 Off Rec, 31, Manor row, Bradford
LEWIS, DAVID, Cymmer, Glam, Grocer Jan 26 at 12 Off Rec, 31, Alexandra rd, Swansea
LISCHEID, EUSTACE, Stoke Newington, Baker Jan 26 at 3 Off Rec, 94, Temple chmbrs, Temple avenue
LOSKAN, ANTON, Greenwich, Leather Seller Jan 26 at 11.30 24, Railway app, London Bridge
MABE, ALFRED, Narberth South, Pembroke, Farmer Jan 26 at 11 Off Rec, 4, Queen st, Carmarthen
MACKRILL, ALFRED, Whitefriars st, Manufacturing Stationer Jan 26 at 12 Bankruptcy bldgs, Carey st
MARCHANT, EDMUND LANGDON, Stephen's by Saltash, Cornwall, Farm Bailiff Jan 26 at 10.30 10, Athenæum ter, Plymouth
MORRIS, SARAH LEES, Gt Bridge, Staffs, Grocer Jan 27 at 11 23, Colmore row, Birmingham
NELSON, FREDERICK, Milnrow, Lancs, Flannel Manufacturer Jan 26 at 11 Townhall, Rochdale
PORTWAY, CRESSEL JOHN, Egham, Surrey Jan 26 at 11.30 24, Railway app, London Bridge
POWELL, FREDERICK AUGUSTUS, Wood Green Jan 27 at 3 Off Rec, 95, Temple chmbrs, Temple av
QUIN, MARY MATILDA, Bradford, Yorks, House Furnisher Jan 27 at 11 Off Rec, 31, Manor row, Bradford
REID, DAVID, Kingston-upon-Hull, Nurseryman Jan 27 at 11 Off Rec, Trinity House lane, Hull
ROBERTS, HENRY HOBBS, Dulwich, Licensed Victualler Jan 29 at 12 Bankruptcy bldgs, Carey st
SANDON, ALFRED GEORGE, Merton, Surrey, Builder Jan 26 at 11.30 24, Railway app, London bdge
SURGUY, THOMAS MATTHEW, Sutton st, Commercial rd, Undertaker Jan 28 at 11 Bankruptcy bldgs, Carey st
TREMAYNE, JAMES, Constantine, Cornwall, Labourer Jan 26 at 12 Off Rec, Boscawen st, Truro
WADE, JAMES, Manningham, Yorks, Civil Engineer Jan 27 at 3 Off Rec, Byrom st, Manchester
WALKER, HENRY DE L, West Kensington Jan 26 at 2.30 Bankruptcy bldgs, Carey st
WALKINGTON, FRANCES GEORGINA, and DELIA WALKINGTON, Harrogate, Yorks, Milliners Jan 29 at 12.30 Off Rec, 28, Stonegate, York
YEOMAN, GEORGE, Lawrence lane Jan 29 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADDERLEY, FREDERICK CECIL, Bream's bldgs High Court Pet Dec 17 Ord Jan 15
AMERY, WILLIAM THOMAS, and THOMAS JAMES AMERY, Wellington, Somerset, Coachbuilders High Court Pet Dec 29 Ord Jan 13
ANSON, JOHN, Crewe, Builder Nantwich Pet Dec 3 Ord Jan 14
ASHFOLD, FREDERICK GEORGE, Plymouth, Baker Plymouth Pet Jan 11 Ord Jan 14
BAKER, THOMAS, Scarborough, Fruit Salesman Scarborough Pet Jan 16 Ord Jan 16
BASTER, FREDERICK GEORGE, Kirkley, Lowestoft, Boat Builder Gt Yarmouth Pet Jan 14 Ord Jan 15
BEDFORD, EDWARD THOMAS, Fulham rd, China Dealer High Court Pet Jan 13 Ord Jan 13
BLOOMFIELD, DANIEL, Uggeshall, Suffolk, Miller Gt Yarmouth Pet Jan 14 Ord Jan 14
BRAYE, JOHN, Brompton sq High Court Pet Dec 12 Ord Jan 13
BUMSTEAD, STEPHEN, Hastings, Fisherman Hastings Pet Jan 16 Ord Jan 16
BYRNE, FREDERICK, Wandsworth, Cabinet Manufacturer Wandsworth Pet Dec 5 Ord Jan 16
CASH, ALEXANDER WILLIAM, Laurence Pountney hill High Court Pet Nov 18 Ord Jan 18
CHILTON, ARTHUR THOMAS, Bow High Court Pet Jan 16 Ord Jan 16
CLAYTON, THOMAS WILLIAM, Borough Market, Southwark, Salesman High Court Pet Dec 28 Ord Jan 15
CUZICK, JAMES, jun, Dudley, General Dealer Dudley Pet Jan 14 Ord Jan 14
DOMMETT, JOHN, Dulverton, Somersets, Farmer Exeter Pet Jan 15 Ord Jan 15
GREAVES, JAMES, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet Jan 16 Ord Jan 16
GREAVES, JOSEPH EDWARD ELSWORTH, Rochdale, Mechanical Engineer Rochdale Pet Jan 15 Ord Jan 16
HATWARD, WILLIAM ELIJAH, Willenhall, Staffs Wolverhampton Pet Jan 14 Ord Jan 15
HOWSE, GEORGE WILLIAM, Bermondsey New rd, Butcher High Court Pet Dec 17 Ord Jan 13
KING, BENJAMIN, Lower Clapton, Shoe Manufacturer High Court Pet Jan 13 Ord Jan 13
LISCHEID, EUSTACE, Stoke Newington, Baker Edmonton Pet Dec 11 Ord Jan 14
LYLE, JAMES, Dulwich, Mining Engineer High Court Pet Oct 3 Ord Jan 13
MIDDLETON, JOSEPH, Gt Grimsby, Fish Merchant Gt Grimsby Pet Jan 15 Ord Jan 15
MORRELL, CHARLES RICHARD, Brighouse, Yorks, Joiner Halifax Pet Jan 16 Ord Jan 16
NEWEY, ALBERT EDWARD, Manchester, Plumber Manchester Pet Jan 15 Ord Jan 15
PAYNE, CHARLES, Bridgwater, Somersets, Licensed Victualler Bridgwater Pet Jan 1 Ord Jan 14
PICKETT, CHARLES, New Cross rd High Court Pet Jan 15 Ord Jan 15
PORTWAY, CRESSEL JOHN, Guildford, Grocer Guildford Pet Jan 6 Ord Jan 14
PRICE, ROBERT, Penygraig, Glam, Grocer Pontypridd Pet Jan 12 Ord Jan 13
PRITCHARD, RICHARD WILLIAM, Highbury High Court Pet Nov 14 Ord Jan 13
RIDEOUT, MARTHA ANN, Fontmell Magna, Dorsets, Farmer Salisbury Pet Jan 6 Ord Jan 15
ROBERTS, HENRY HOBBS, Dulwich, Licensed Victualler High Court Pet Nov 26 Ord Jan 15
ROGERS, JOHN, Walsall, Staffs, Grocer Walsall Pet Dec 11 Ord Jan 14
SLATER, ARTHUR, Derby, Fitter Derby Pet Jan 14 Ord Jan 15
STEVENS, CHARLES LLEWELLYN, Hackney, Boot Maker High Court Pet Dec 31 Ord Jan 15
TREMAYNE, JAMES, Constantine, Cornwall, Labourer Truro Pet Jan 14 Ord Jan 14
WALKINGTON, FRANCES GEORGINA, and DELIA WALKINGTON, Harrogate, Yorks, Milliners York Pet Jan 14 Ord Jan 14
WEDGWOOD, ROBERT, Stockton on Tees, Baker Stockton on Tees Pet Jan 11 Ord Jan 14
WELLS, WALTER EDWARD, Gt Grimsby, Plumber Gt Grimsby Pet Jan 15 Ord Jan 15
WILLIAMS, JOHN VAUGHAN, Penarth, Glam, Shipowner Cardiff Pet Nov 21 Ord Jan 16
WILSON, HARROP, George st, Portman sq, Licensed Victualler High Court Pet Jan 15 Ord Jan 15
YEOMAN, GEORGE, Lawrence lane High Court Pet Jan 11 Ord Jan 13

Amended notice substituted for that published in the London Gazette of Dec. 25:

MEADOWS, ERNEST JOHN DOVE, Streatham Common, Cheesemonger Wandsworth Pet Nov 23 Ord Dec 21

ADJUDICATION ANNULLED.

SOMERS, THOMAS JOHN, Burton on Trent, Joiner Burton on Trent Adjud April 13, 1896 Annul Nov 4, 1896